



Registration of a Charge

Company name: **ZURICH ASSURANCE LTD**

Company number: **02456671**



X98YT1K3

Received for Electronic Filing: **10/07/2020**

Details of Charge

Date of creation: **04/07/2020**

Charge code: **0245 6671 0017**

Persons entitled: **THE CANADA LIFE ASSURANCE COMPANY, ACTING THROUGH ITS
BARBADOS BRANCH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE 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:

HERBERT SMITH FREEHILLS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2456671

Charge code: 0245 6671 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2020 and created by ZURICH ASSURANCE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2020 .

Given at Companies House, Cardiff on 13th July 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

INSURANCE SECURITY ASSIGNMENT

4 July 2020

**Zurich Assurance Ltd
as Assignor**

and

**The Canada Life Assurance Company, Barbados Branch
as Assignee**

We hereby certify that, save
for the material redacted pursuant
to section 859G Companies Act
2006, this is a true and
accurate copy of the original.
Herbert Smith Freehills LLP
10/07/2020

CONTENTS

Clause	Page
1. Definitions and interpretation	3
2. Creation of Security	6
3. Representations - general	6
4. Restrictions on dealings	7
5. Insurance Agreement	7
6. When Security becomes enforceable	8
7. Enforcement of Security	9
8. Receiver	11
9. Powers of Receiver	12
10. Application of proceeds	14
11. Expenses and indemnity	14
12. Delegation	15
13. Further assurances	15
14. Power of attorney	16
15. Miscellaneous	16
16. No Liability	21
17. Notices	21
18. Release	21
19. Counterparts	21
20. Governing law	21
21. Dispute resolution; Confidentiality; General	21

Schedules

1. Forms of letter for Insurance Agreement	23
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Signatories	26
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THIS DEED is made on 4 July 2020

BETWEEN

- (1) **Zurich Assurance Ltd**, a company incorporated and registered in England and Wales with registered number 02456671, whose registered address is at The Grange, Bishops Cleeve, Cheltenham, Gloucestershire, GL52 8XX (the Assignor); and
- (2) **The Canada Life Assurance Company**, a company incorporated and registered in Canada whose registered address is at 330 University Avenue, Toronto, ON M5G 1RA, Canada, acting through its Barbados branch established under the laws of Barbados, whose principal place of business in Barbados is at Fourth Floor, Cedar Court, Wildey, St Michael, BB14006, Barbados, West (the Assignee).

BACKGROUND:

- (A) The Assignor enters into this Deed in connection with the Reinsurance Agreement (as defined below).
- (B) This Deed is the "Insurance Security Assignment" referred to and as defined in the Framework Agreement (as defined below).
- (C) 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 as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Assigned Rights means all titles, benefits, interests, rights and claims (whether present or future) that the Assignor has or may have under clause 15 of the Insurance Agreement in connection with the Initial Termination Amount and the Proposed Termination Adjustment Amount and under clauses 30.18 and 30.19 of the Framework Agreement in connection with the Interregnum Arrangements Failure Payment Amount (in each case including the right to pursue and recover any such amount or amounts).

Framework Agreement means the framework agreement between the Assignor as insurer, the Assignee as reinsurer and UBS Pension Trustee Company Limited as trustee in respect of the Scheme entered into on or around the date of this Deed.

Insurance Agreement means the insurance agreement between UBS Pension Trustee Company Limited as trustee in respect of the Scheme and the Assignor as insurer entered into on or around the date of this Deed.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed by the Assignee pursuant to this Deed.

Reinsurance Agreement means the reinsurance agreement between the Assignor as cedant and the Assignee as reinsurer in respect of the Scheme entered into on or around the date of this Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Assignor to the Assignee (i) to pay and discharge, and in respect of the payment of: (1) the Initial Termination Amount and the Proposed Termination Adjustment Amount by the Assignor to the Assignee pursuant to the terms of clause 13 of the Reinsurance Agreement and (2) the Interregnum Arrangements Failure Payment Amount pursuant to the terms of clauses 30.18 and 30.19 of the Framework Agreement (ignoring, solely for the purposes of this Deed, the effect of the delivery of any Payment Deferral Notice by the Assignor under clause 7.2 of the Reinsurance Agreement in respect of the Initial Termination Amount, the Proposed Termination Adjustment Amount or the Interregnum Arrangements Failure Payment Amount) and (ii) under or in connection with Clauses 7.5, 11 and 15.13 and any other of the Assignee's costs and expenses in relation to enforcement of the security created in its favour under this Deed and which the Assignor is required to pay to the Assignee or reimburse the Assignee for pursuant to this Deed.

Security means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Asset means each asset of the Assignor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Secured Liabilities are capable of arising or may arise.

1.2 Construction

- (a) Capitalised terms defined in the Reinsurance Agreement and the Framework Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1 (*Interpretation and Definitions*) of the Framework Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Framework Agreement (other than in clause 1.2(r)) shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) the Framework Agreement, the Insurance Agreement, the Reinsurance Agreement or any other agreement or instrument is a reference to the Framework Agreement, the Insurance Agreement, the Reinsurance Agreement or such other agreement or instrument as amended, novated, supplemented, extended or restated from time to time;

- (ii) a person or a party shall be construed so as to include its and any subsequent successors in title, permitted assignees and permitted transferees;
 - (iii) any rights in respect of an asset includes, without limitation:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iv) the term **this Security** means any Security created by this Deed; and
 - (v) an agreement, instrument or other document to which it is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of the Assignor under this Deed (other than a payment obligation which has been unconditionally and irrevocably discharged) remains in force during the Security Period.
 - (e) If the Assignee considers that an amount paid to it in respect of the Secured Liabilities is capable of being avoided, reduced or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
 - (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
 - (g) In the event of any conflict between the terms of this Deed and the Reinsurance Agreement, this Deed shall prevail for the purposes of this Deed and to the extent of such conflict.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed including by reference pursuant to Clause 20 (*Dispute resolution; Confidentiality; General*), a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver or any delegate or sub-delegate of the Assignee or any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

2. CREATION OF SECURITY

2.1 General

- (a) The Assignor shall pay or discharge the Secured Liabilities in the manner and at the times provided for in the Reinsurance Agreement or the Framework Agreement (as the case may be).
- (b) All the security created under this Deed:
 - (i) is created in favour of the Assignee;
 - (ii) is created over the present and future assets of the Assignor relating to the Assigned Rights;
 - (iii) is security for the payment and discharge of all the Secured Liabilities;
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (v) is created free and clear of any other Security.

2.2 Contracts

The Assignor assigns to the Assignee absolutely, subject to a proviso for re-assignment on redemption, (or, to the extent not assignable or, as the case may be, not validly and effectively assigned, charges by way of first fixed charge) all of the Assigned Rights.

3. REPRESENTATIONS - GENERAL

The Assignor represents and warrants to the Assignee as follows:

3.1 Ranking of security

Subject to the making of the appropriate registration of this Deed with Companies House in England and Wales under section 859A of the Companies Act 2006, payment of associated fees and any other appropriate registrations, filings, endorsements, notarisations, stampings and/or notifications required to be made in any jurisdiction in order to perfect the Security created or expressed to be created pursuant to this Deed, this Deed creates the Security it purports to create and such Security is lawful, legally binding, valid, effective and enforceable under its governing law and have the ranking in priority which they are expressed to have in this Deed subject to applicable bankruptcy, insolvency, moratorium, liquidation, reorganisation or similar laws of general application affecting creditors' rights generally and subject to, as to enforceability, equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.2 Non-conflict (security)

No agreement or document which is binding upon it or any of its assets results in a requirement for the creation of any Security over any of the Security Assets (other than as contemplated by the Reinsurance Agreement).

3.3 Times for making representations

- (a) The representations and warranties in this Deed (including in this Clause 3 and in Clause 5.1 (*Representations in relation to the Insurance Agreement*)) are made by the Assignor on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, the representations and warranties under this Deed are deemed to be made by the Assignor by reference to the facts and circumstances then existing on each date during the Security Period.

4. RESTRICTIONS ON DEALINGS

The Assignor shall not:

- (a) create or permit to subsist any Security on, over or affecting all or any part of any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer, declare a trust over or otherwise dispose of any Security Asset,

or otherwise deal with any part of the Security Assets except as expressly allowed under the Reinsurance Agreement or this Deed.

5. INSURANCE AGREEMENT

5.1 Representations in relation to the Insurance Agreement

The Assignor represents and warrants to the Assignee that:

- (a) no amount payable to it under the Insurance Agreement is subject to any right of set-off or similar right (except for any such right that arises under the express terms of the Insurance Agreement, the Framework Agreement or the Reinsurance Agreement);
- (b) the obligations expressed to be assumed by it under the Insurance Agreement are its legal, valid, binding and enforceable obligations (subject to applicable bankruptcy, insolvency, moratorium, liquidation, reorganisation or similar laws of general application affecting creditors' rights generally and subject to, as to enforceability, equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)) which do not conflict with Applicable Law or any direction of court or judgment of any court or other agency of government, any contractual restriction binding on it or any of its assets or its constitutive documents, in each case, breach of which would have a material adverse effect on its ability to perform its obligations under the Insurance Agreement;

- (c) it is not in default of any of its obligations under the Insurance Agreement;
- (d) there is no prohibition on assignment in, or other restriction on the creation of Security by the Assignor over, the Insurance Agreement which would be breached by entry into this Deed;
- (e) its entry into and performance of this Deed will not conflict with any term of the Insurance Agreement; and
- (f) it is the legal and beneficial owner of the Assigned Rights and the Assigned Rights are free of any Security (except for those created by or pursuant to the Reinsurance Agreement or this Deed) and any other rights or interests in favour of third parties.

5.2 Preservation

Subject to the terms of the Reinsurance Agreement, the Assignor shall not, without the prior written consent of the Assignee take any action which would or could reasonably be expected to jeopardise the existence or enforceability of the Assigned Rights.

5.3 Notices of assignment/charge

The Assignor shall:

- (a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (*Forms of letter for Insurance Agreement*), on the counterparty to the Insurance Agreement; and
- (b) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 1 (*Forms of letter for Insurance Agreement*).

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Enforcement events

This Security shall become immediately enforceable if:

- (a) an Insolvency Event occurs in respect of the Assignor;
- (b) the Assignor has not delivered a Payment Deferral Notice to the Assignee pursuant to clause 7.2 of the Reinsurance Agreement in respect of the Initial Termination Amount, the Proposed Termination Adjustment Amount or the Interregnum Arrangements Failure Payment Amount (as the case may be) and the Assignor fails to pay the Initial Termination Amount or Proposed Termination Adjustment Amount when due and payable to the Assignee under clause 13 of the Reinsurance Agreement or the Interregnum Arrangements Failure Payment Amount when due and payable to the Assignee under clauses 30.18 and 30.19 of the Framework Agreement (as applicable);

- (c) a Payment Deferral Notice is delivered pursuant to clause 7.2 of the Reinsurance Agreement by the Assignor to the Assignee in respect of the Initial Termination Amount, the Proposed Termination Adjustment Amount or the Interregnum Arrangements Failure Payment Amount (as the case may be); or
- (d) the enforcement of any Security created or allowed to subsist by the Assignor on, over or affecting any Security Asset in breach of Clause 4.

6.2 Discretion and enforcement steps

After this Security has become enforceable, the Assignee may, in its absolute discretion and without any notice to the Assignor or the prior authorisation of any court:

- (a) enforce all or any part of this Security and take possession of, hold, sell or otherwise dispose of all or any part of the Security Assets in any manner and upon such terms as it sees fit;
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions granted to or available to a Receiver or a secured creditor pursuant to this Deed or applicable law;
- (c) settle, adjust, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to the Assigned Rights and any of the Security Assets;
- (d) bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Assigned Rights and any of the Security Assets which may seem to it to be expedient (but excluding initiating any legal proceedings in the Assignor's own name and any circumstances where to do so would or could reasonably be expected to (i) result in the Assignor being in breach of any Applicable Law, or (ii) result in the Assignor becoming subject to any regulatory action, censure or sanction) ;
- (e) exercise in relation to any of the Security Assets all the powers, authorities and things which it would be capable of exercising if it were the absolute owner of the same;
- (f) apply for and maintain any regulatory permission, consent or licence required in connection with the Assigned Rights or the Security Assets.

6.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable.

7. ENFORCEMENT OF SECURITY

7.1 General

- (a) For the purposes of all powers implied by statute (including by section 101 of the Act), the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security or any sale made under this Deed.
- (c) At any time when this Security has become enforceable, if the Assignor receives any moneys in respect of the Security Assets, the Assignor shall hold such moneys on trust for the Assignee, pending payment to the Assignee (which it shall promptly do) for application in accordance with Clause 10.

7.2 No liability as mortgagee in possession

Neither the Assignee nor any Receiver shall 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, but every Receiver duly appointed by the Assignee under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Act, save to the extent that the provisions of the Act are varied by or are inconsistent with the provisions of this Deed, in which case the provisions of this Deed will prevail.

7.3 Privileges

The Assignee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

7.4 Protection of third parties

No person (including a purchaser) dealing with the Assignee or a Receiver or any of its or his agents or attorneys need enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Assignee or a Receiver or such other person is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Reinsurance Agreement, the Framework Agreement or this Deed or any amount remains secured by this Deed; or
- (d) how any money paid to the Assignee or to that Receiver or such other person is to be applied.

7.5 Redemption of prior mortgages

- (a) The Assignee may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or

- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Assignor).
- (b) The Assignor shall pay to the Assignee, promptly upon demand, any costs and expenses reasonably incurred by the Assignee in connection with any such redemption and/or transfer, including the payment of any principal or interest and until such payment shall form part of the Secured Liabilities.

7.6 Contingencies

If this Security is enforced at a time when no amount is due in respect of the Secured Liabilities but at a time when amounts may or will become due, the Assignee (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

8. RECEIVER

8.1 Appointment of Receiver

- (a) Except as provided below, the Assignee may from time to time appoint any one or more persons to be a Receiver of all or any part of the Security Assets upon such terms as to remuneration and otherwise as the Assignee thinks fit if:
 - (i) this Security has become enforceable; or
 - (ii) the Assignor so requests the Assignee in writing at any time.
- (b) Any appointment under Paragraph (a) above shall be by deed, under seal or in writing under the Assignee's hand.
- (c) Except as provided below, 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 Assignee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

8.2 Removal

The Assignee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) 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.

8.3 Remuneration

The Assignee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act shall not apply.

8.4 Agent of the Assignor

- (a) A Receiver will be deemed to be the agent of the Assignor 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 Assignor shall be responsible for the remuneration, any contracts, engagements, acts or omissions of a Receiver and for any liabilities incurred by a Receiver (provided that in each case the same has resulted from a proper exercise by the Receiver of its powers under this Deed in respect of the Security Assets).
- (b) The Assignee shall not incur any liability (either to the Assignor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Relationship with Assignee

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 Assignee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 9 in addition to those conferred on a receiver or mortgagee in possession by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
 - (ii) all the rights, powers and discretions conferred on a receiver (or a receiver and manager, mortgagor or mortgagee in possession) under the Act and the Insolvency Act 1986;
 - (iii) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Assignor itself could do or omit to do; and
 - (iv) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including, without limitation, the bringing or defending of proceedings in the name of, or on behalf of, the Assignor (excluding any circumstances where to do so would or could reasonably be expected to (i) result in the Assignor being in breach of any Applicable Law or (ii) result in the Assignor becoming subject to any regulatory action, censure or sanction) and the collection and/or realisation of the Security Assets in such manner and on such terms as the Receiver sees fit)).

- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Assignee) appointing that Receiver but they shall not be restricted by any winding-up or dissolution of the Assignor.

9.2 Possession

A Receiver may take immediate possession of, get in, collect and realise any Security Asset and exercise any right of the Assignor in respect of or pursuant to any Security Asset.

9.3 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 it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.

9.4 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Assignor and relating in any way to any Security Asset.

9.5 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

9.6 Receipts

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

9.7 Delegation

A Receiver may delegate its powers in accordance with this Deed.

9.8 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider necessary or desirable for maintaining the value of any Security Asset or 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 it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) to the extent necessary or desirable, to use the name of the Assignor for any of the above purposes (but not in any circumstances where to do so would or could reasonably be expected to (i) result in the Assignor being in breach of any Applicable Law or (ii) result in the Assignor becoming subject to any regulatory action, censure or sanction).

10. APPLICATION OF PROCEEDS

Subject to Clause 15.7, all amounts from time to time received or recovered by the Assignee or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Assignee and subject to applicable law applied in the following order of priority:

- (a) in or towards payment of any sums owing to any Receiver;
- (b) in or towards payment of all costs and expenses incurred by the Assignee or any Receiver or any of their respective agents in connection with any realisation or enforcement of this Security;
- (c) in or towards payment of or provision for the Secured Liabilities in such order as the Assignee thinks fit; and
- (d) if the Secured Liabilities have been irrevocably and unconditionally paid in full and no Secured Liabilities are capable of arising thereafter, in payment or distribution to any person to whom the Assignee is obliged by applicable law or binding court order or judgment to pay or distribute in priority to the Assignor; and
- (e) in payment of the surplus (if any) to the Assignor or other person entitled to it.

This Clause 10 is subject to the payment of any claims having priority over this Security. This Clause 10 does not prejudice the right of the Assignee to recover any shortfall from the Assignor.

11. EXPENSES AND INDEMNITY

11.1 General

The Assignor must:

- (a) promptly on demand, pay to the Assignee, any Receiver or any delegate, agent, attorney or other person appointed by the Assignee or any Receiver (each, a **Secured Person**) the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by that Secured Person;

- (i) in connection with the protection, enforcement or preservation of its rights under this Deed including the remuneration of any Receiver, any arising from any actual or alleged breach by any person of any law or regulation (but only to the extent that any such breach relates to the Security Assets or this Deed) and any stamp duty or similar tax which may be payable as a result of the enforcement of this Deed or, as the case may be,
- (ii) as a result of any judicial or arbitral proceedings initiated (other than by or against the Trustee) and any cost awarded against such Secured Person (together in this Clause, "Costs") the subject matter of which is the Security Assets and/or the Security Interests or the rights created by this Deed,

other than to the extent that such Costs have been incurred as a result of:

- (A) any breach by such Secured Person (or its Delegate(s)) of any contract to which such Secured Person is a party or any Applicable Law; or
 - (B) such Secured Person's (or its Delegates') fraud, gross negligence or wilful misconduct; and
- (b) keep each Secured Person indemnified against any failure or delay in paying those costs or expenses.

12. DELEGATION

12.1 Power of Attorney

The Assignee or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

12.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Assignee or that Receiver (as the case may be) may think fit.

12.3 Liability

Neither the Assignee nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any delegate or sub-delegate except in the case of the fraud, gross negligence or wilful default on the part of any such delegate or sub-delegate.

13. FURTHER ASSURANCES

- (a) The Assignor shall promptly, at its own expense, take whatever action the Assignee or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset;

- (ii) giving effect to this Deed; or
 - (iii) protecting or preserving the ranking of the Security created or expressed to be created by or pursuant to this Deed over any other Security; or
 - (iv) facilitating the realisation of any Security Asset, or the exercise of any right, power, remedy or discretion exercisable, by the Assignee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under Paragraph (a) above includes (without limitation):
- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Assignee, its nominee or any other person; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Assignee may consider necessary or desirable.

14. POWER OF ATTORNEY

The Assignor, by way of security, irrevocably and severally appoints the Assignee, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Assignor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney may, in its absolute discretion, deem necessary for carrying out any obligation of the Assignor under or pursuant to this Deed or generally for enabling the Assignee or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Assignee and any other attorney shall only exercise any rights and powers under this Clause in the event that the Assignor fails for any reason to perform its obligations in a timely manner. The Assignor ratifies and confirms (and agrees to, promptly on the request of the Assignee, any Receiver or any of their respective delegates or sub-delegates, ratify and confirm) whatever any attorney lawfully does or purports to do under its appointment under this Clause 14.

15. MISCELLANEOUS

15.1 Continuing Security

This Security is a continuing security, shall remain in full force and effect as a continuing security until the expiry of the Security Period and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate or partial payment or discharge in whole or in part. 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 Assignee for all or any part of the Secured Liabilities.

15.2 Rights cumulative

Except as provided for in this Deed:

- (a) any failure by a Party to exercise or delay in exercising a right or remedy provided by this Deed or by law will not impair or constitute a waiver of that or any other right or remedy;
- (b) no single or partial exercise of a right or remedy provided by this Deed or by law will prevent any further exercise of that or any other right or remedy;
- (c) the Parties' rights and remedies contained in this Deed are cumulative and not exclusive of rights or remedies provided by law; and
- (d) the Assignor waives any right it may have of first requiring the Assignee (or any nominee or assignee or any other person) to proceed against any person or enforce any other rights or security or claim payment from any person before claiming from the Assignor under this Deed. This waiver applies irrespective of any law or any provision of any of the Reinsurance Agreement to the contrary.

15.3 Waiver of Defences

- (a) The obligations of the Assignor under this Deed and the security created or intended to be created by or pursuant to 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 Assignor from its obligations under this Deed or affect, reduce or prejudice any such obligations or the Security created or intended to be created by or pursuant to this Deed including (but without limitation) and whether or not known to the Assignor, the Assignee or any other person:
 - (i) any time, waiver, consent, release or indulgence granted to or composition with the Assignor or any other person;
 - (ii) the taking, variation, extension, compromise, exchange, renewal or release of, or refusal or neglect to perfect or enforce, any term of the Reinsurance Agreement or any other agreement or any rights or remedies against, or any security granted by, the Assignor or any other person;
 - (iii) any irregularity, any non-presentation or non-observance of any formality or other requirement in respect of any instrument, any failure to realise the full value of any security, any invalidity, illegality or unenforceability of any obligations of the Assignor or any other person under any Reinsurance Agreement or any other agreement 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 or the security created or intended to be created by or pursuant to this Deed to the intent that the Assignor's obligations under this Deed and the security created or intended to be created by or pursuant to 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;

- (iv) any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, any person;
 - (v) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (however fundamental and of whatsoever nature and whether or not more onerous) or replacement of any agreement, account arrangement, transaction or engagement or any other document or Security, including, without limitation, any change in the purpose of, any extension of or any increase in, the obligations under the Reinsurance Agreement, account arrangement, transaction, engagement or other document or Security; or
 - (vi) any legal limitation, disability, incapacity or other circumstance relating to the Assignor, any guarantor or any other person or any amendment to or variation of the terms of the Reinsurance Agreement or any other document or security.
- (b) Without prejudice to the generality of paragraph (a) above, the Assignor expressly confirms that it intends that the security constituted, created or intended to be created by or pursuant to this Deed shall extend from time to time to any variation, increase, extension or addition of or to as the case may be: (i) any of the Secured Liabilities and/or (ii) any Transaction Document or any of the documents evidencing the terms of, or relating to, the Secured Liabilities (however fundamental).

15.4 Partial invalidity

If, at any time, any provision of this Deed becomes illegal, void or unenforceable in any respect under any enactment or by operation of law, the remaining provisions will remain valid and enforceable.

15.5 No liability

Notwithstanding anything contained in this Deed:

- (a) the Assignee shall not, by virtue of this Deed:
 - (i) be under any obligation or liability under or in respect of the Insurance Agreement or be liable to make any payment under or in respect of the Insurance Agreement;
 - (ii) be obliged to take any steps necessary to preserve the Insurance Agreement or enforce against the Assignor or any other person any term of the Insurance Agreement, or to make any enquiries as to the nature or sufficiency of any payment received by the Assignor pursuant to the terms of the Insurance Agreement; and
- (b) the Assignor shall remain solely and fully liable under and in respect of the Insurance Agreement to perform all of the obligations to be performed by it under or in connection with the Insurance Agreement.

15.6 Reinstatement

- (a) Any release, settlement or discharge (whether in respect of any of the Secured Liabilities or any security for those liabilities or otherwise) shall be conditional upon no payment to, or security provided to, the Assignee 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 release, settlement or discharge (whether in respect of any of the Secured Liabilities, the security constituted by this Deed, any other security, any guarantee, indemnity or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition, transaction or arrangement which is avoided, invalidated or reduced or any amount paid pursuant to any such release, settlement, discharge or arrangement must be repaid on bankruptcy, liquidation or otherwise without limitation, the security constituted by this Deed and the liability of the Assignor under this Deed shall continue as if there had been no such release, settlement, discharge or arrangement.

15.7 Appropriation

Until all amounts which may be or become payable by the Assignor to the Assignee under or in connection with the Transaction Documents have been irrevocably paid in full, the Assignee (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Assignee (or any trustee or agent on its behalf) against those amounts; or
- (b) apply and enforce them in such order as it sees fit (whether against those amounts or otherwise) and the Assignor shall not be entitled to the benefit of the same; and
- (c) hold in an interest bearing suspense account any monies received from the Assignor or on account of the Assignor's liability under this Deed or any other Transaction Document (including, without limitation, any such moneys received, recovered or realised under or in connection with this Deed).

15.8 The Assignor

Without prejudice to Clause 15.9, this Deed shall be binding on the successors and assigns of the Assignor.

15.9 Transfers and Assignment

The provisions of clause 39 (*Transfers and Assignment*) of the Framework Agreement shall apply to this Deed as though they were set out in full in this Deed except that references to the Framework Agreement shall be construed as references to this Deed. The parties may transfer their rights and obligations under this Deed only in accordance with the Reinsurance Agreement and the Framework Agreement to any party to whom they transfer their rights and obligations under the Reinsurance Agreement or the Framework Agreement, as applicable.

15.10 Stamp Taxes

The Assignor covenants to pay to the Assignee promptly on demand a sum equal to any liability which the Assignee or any Receiver, attorney, manager, agent or other person incurs in respect of stamp duty, registration fees and other taxes which is or becomes payable in connection with the entry into or performance or enforcement of this Deed (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying such duty, fee or tax).

15.11 Set-off

The Assignee may set off any matured obligation under this Deed due from the Assignor to the Assignee against any matured obligation under the Reinsurance Agreement or the Framework Agreement owed by the Assignee to the Assignor, regardless of the place of payment, booking branch or currency of either obligation in payment of the Secured Liabilities. If the obligations are in different currencies, the Assignee may, at the cost of the Assignor, convert either obligation at a market rate of exchange as the Assignee reasonably considers appropriate for the purposes of such set-off.

15.12 No deduction

All payment to be made by the Assignor under this Deed shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If the Assignor is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to the Assignee under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, the Assignor shall pay such additional amount as may be necessary to ensure that the net amount received by the Assignee shall equal the full amount due to it under the provisions of this Deed had no such withholding or deduction been made.

15.13 Currency indemnity

If any sum due from the Assignor under this Deed (a **Sum**), or any order, judgment or award given or made in relation to a **Sum**, has to be converted from the currency (the **First Currency**) in which that **Sum** is payable into another currency (the **Second Currency**) for the purpose of:

- (a) making or filing a claim or proof against the Assignor;
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings; or
- (c) applying the **Sum** in satisfaction of the Secured Liabilities,

the Assignor shall, as an independent obligation, within 5 Business Days of demand, indemnify the Assignee against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that **Sum** from the **First Currency** into the **Second Currency** and (B) the rate or rates of exchange available to the Assignee at the time of its receipt of that **Sum** (to the extent that the rate of exchange at which such conversion is made is commercially reasonable under the then prevailing circumstances).

16. NO LIABILITY

It is acknowledged and agreed that:

- (a) the Assignor shall not have any right or claim against the Assignee or a Receiver in respect of any loss arising out of any sale or other realisation of a Security Asset permitted by this Deed howsoever such loss may have been caused and whether or not a better price could or might have been obtained on the sale of that Security Asset or realisation thereof by either deferring or advancing the date of such sale or other realisation or otherwise unless such loss is directly caused by the Secured Party's fraud, gross negligence or wilful misconduct; and
- (b) neither the Assignee, any Delegate, attorney, manager, agent or other person appointed by the Assignee pursuant to this Deed, nor any Receiver shall be liable in respect of any liability, damage, loss, cost, claim or expense of any kind or nature, whether present, future, prospective, contingent, direct, indirect, special, consequential or otherwise which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Deed, unless directly caused by its fraud, gross negligence, wilful misconduct or breach of the terms of this Deed.

17. NOTICES

The provisions of clause 42 (*Notices*) of the Framework Agreement shall apply to this Deed as though they were set out in full in this Deed except that references to the Framework Agreement shall be construed as references to this Deed.

18. RELEASE

At the end of the Security Period, the Assignee shall, at the request and cost of the Assignor, re-assign (such re-assignment not to be unreasonably withheld or delayed) to the Assignor the Assigned Rights and otherwise take whatever action is necessary to release the Security Assets from this Security.

19. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same deed, and any party (including any duly authorised representative of a party) may enter into this Deed by executing a counterpart.

20. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

21. DISPUTE RESOLUTION; CONFIDENTIALITY; GENERAL

- (a) The provisions of clauses 50 (General) and 53 (Dispute Resolution) to 57 (Joinder of Parties) of the Framework Agreement apply to this Deed as though they were set out

in full in this Deed except that references to the Framework Agreement shall be construed as references to this Deed.

- (b) The availability of relief from an Emergency Arbitrator and/or the possible expedited formation of an arbitral tribunal under the LCIA Rules shall not prejudice any party's right to apply to a state court or other legal authority for any interim or conservatory measures before the formation of the Arbitral Tribunal. Where a Party applies for relief from a state court or other legal authority, the parties agree that failure to make an application for the expedited formation of the Arbitral Tribunal and/or for the appointment of an Emergency Arbitrator under the LCIA Rules shall not indicate, or be deemed to indicate, a lack of urgency. The Parties also agree that the LCIA Court's refusal to appoint an Emergency Arbitrator and/or to grant an application for the expedited formation of the Arbitral Tribunal shall not be determinative of the question of urgency.
- (c) The Parties agree that an application may be made for interim relief on a non-urgent basis under s44(4) of the Arbitration Act 1996 (the Act) and agree that this Clause 21(c) constitutes agreement in writing for the purposes of s44(4) of the Act.
- (d) Notwithstanding anything to the contrary in the LCIA Rules, the Parties shall have the right at any time and without restriction to apply to any state court or other legal authority for interim or conservatory measures. The Parties agree that an application to a state court or other legal authority for interim or conservatory measures after the formation of the Arbitral Tribunal shall be considered an "exceptional case" and that the requirement for the Arbitral Tribunal's authorisation under Article 25.3 of the LCIA Rules shall be disapplied.
- (e) Without prejudice to the Arbitral Tribunal's powers under the LCIA Rules and the applicable law, the Parties agree that the Arbitral Tribunal has the power to award specific performance of this Deed and any obligations hereunder.

This Deed has been executed as a deed and delivered by the Assignor and the Assignee on the date stated at the beginning of this Deed.

SCHEDULE 1
FORMS OF LETTER FOR INSURANCE AGREEMENT

PART 1

NOTICE TO COUNTERPARTY

To: UBS Pension Trustee Company Limited (acting in its capacity as trustee for and on behalf of the UBS (UK) Pension and Life Assurance Scheme)

Copy: The Canada Life Assurance Company, Barbados Branch

Dated:

**Security Assignment dated on or about [●] 2020 between Zurich Assurance Ltd
and The Canada Life Assurance Company, Barbados Branch (the Security Assignment)**

This letter constitutes notice to you that under the Security Assignment we have assigned by way of security to The Canada Life Assurance Company, Barbados Branch (the Assignee) all our rights and claims under clause 15 of the insurance agreement between you and us entered into on or about the date of this letter (the Insurance Agreement) in connection with the Initial Termination Amount and the Proposed Termination Adjustment Amount and under clauses 30.18 and 30.19 of the Framework Agreement (as defined in the Insurance Agreement) in connection with the Interregnum Arrangements Failure Payment Amount (in each case including the right to pursue and recover any such amount or amounts) (together the Assigned Rights).

We confirm that:

- (a) we will remain liable under the Insurance Agreement and the Framework Agreement (as defined in the Insurance Agreement) (together the Contracts) to perform all the obligations assumed by us under the Contracts; and
- (b) none of the Assignee, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contracts in respect of the obligations assumed by us under the Contracts.

We will also remain entitled to exercise all our rights, powers and discretions under the Contracts and you should continue to make payments and send communications under the Contracts to us (in accordance with its terms and any related provisions of the Framework Agreement (as defined in the Insurance Agreement)), unless and until you receive notice from the Assignee to the contrary in respect of the Assigned Rights stating that the security under the Security Assignment has become enforceable in respect of the Assigned Rights. In this event, all the rights, powers and discretions of us in respect of the Assigned Rights will be exercisable by, and all payments in respect of the Assigned Rights shall be made and all communications in respect of the Assigned Rights shall be sent, to the Assignee or as it directs. The contact details for the Assignee are as set out below or as otherwise notified to you from time to time by it.

We irrevocably instruct and authorise you to disclose to the Assignee any information relating to the Assigned Rights requested from you by the Assignee.

The instructions in this letter may not be revoked or amended without the prior consent of the Assignee and you may comply with them without further permission from us or enquiry by you.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Assignee at The Canada Life Assurance Company, Barbados Branch, 4th Floor, Cedar Court, Wildey, St. Michael, Barbados BB14006,, with a copy to us.

Yours faithfully

.....

authorised signatory for Zurich Assurance Ltd

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: **The Canada Life Assurance Company, Barbados Branch**

Copy: **Zurich Assurance Ltd**

Dated:

**Security Assignment dated on or about [●] 2020 between Zurich Assurance Ltd
and The Canada Life Assurance Company, Barbados Branch (the Security Assignment)**

We confirm receipt from Zurich Assurance Ltd (the Assignor) of a notice dated _____ 2020 (the Notice) of an assignment on the terms of the Security Assignment of all the Assignor's rights and claims in respect of any Initial Termination Amount and any Proposed Termination Adjustment Amount payable by us to the Assignor under the terms of clause 15 of the insurance agreement between the Assignor and us entered into on or about the date of this letter (the **Insurance Agreement**) and any Interregnum Arrangements Failure Payment Amount under the terms of clauses 30.18 and 30.19 of the Framework Agreement (as defined in the Insurance Agreement).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) in respect of the Assigned Rights (as defined in the Notice) will make payments and send communications as directed in the Notice.

We confirm that we have not received notice of the interest of any third party in the Assigned Rights.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

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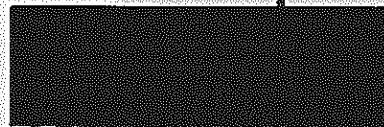
**For and on behalf of UBS Pension Trustee Company Limited (acting in its capacity as trustee for
and on behalf of the UBS (UK) Pension and Life Assurance Scheme)**

Dated _____

SIGNATORIES

Assignor

Executed as a Deed (but not delivered until the)
date of this Deed) for and behalf of ZURICH)
ASSURANCE LTD by)



) Authorised Signatory
) Tulsu Naidu, Director

)
)
) Authorised Signatory
) Zurich Corporate Secretary (UK) Limited,
) Secretary (by Ann Blundell, being a Director
) and duly authorised signatory of ZURICH
) CORPORATE SECRETARY (UK)
) LIMITED)

SIGNATORIES

Assignor

Executed as a Deed (but not delivered until the)
date of this Deed) for and behalf of ZURICH)
ASSURANCE LTD by)

Authorised Signatory
Tulsi Naidu, Director

)
)
)
)
)
)

[REDACTED]

Authorised Signatory
 Zurich Corporate Secretary (UK) Limited,
 Secretary (by Ann Blundell, being a Director
 and duly authorised signatory of ZURICH
 CORPORATE SECRETARY (UK)
 LIMITED)

**EXECUTED as a DEED by
THE CANADA LIFE
ASSURANCE COMPANY,
ACTING THROUGH ITS
BARBADOS BRANCH**

[illegible]

Signature of witness

Address: [REDACTED]

— — — — —

Signature of witness

Address: _____

Occupation: CHARTERED SECRETARY