



Acquisition of a Charge

Company name: **AVIVA LIFE & PENSIONS UK LIMITED**

Company number: **03253947**

Received for Electronic Filing: **31/08/2018**



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Details of Charge

Date of creation: **29/04/2016**

Date of acquisition: **01/01/2017**

Charge code: **0325 3947 0064**

Persons entitled: **AVIVA INTERNATIONAL INSURANCE LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains floating charge(s) .

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:

LINDA HALL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3253947

Charge code: 0325 3947 0064

The Registrar of Companies for England and Wales hereby certifies that a charge acquired by AVIVA LIFE & PENSIONS UK LIMITED on 1st January 2017 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2018 .

Given at Companies House, Cardiff on 4th September 2018

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**

SECURITY DEED

DATED 29 APRIL 2016

BETWEEN

AVIVA ANNUITY UK LIMITED

(the Cedant)

- and -

AVIVA INTERNATIONAL INSURANCE LIMITED

(the Reinsurer)

Certified as a true copy of the original
except for redactions made in accordance
with section 859G of the Companies Act 2006

Signed Linklaters LLP

Dated 6 May 2016

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THIS DEED is dated **29 April** 2016 and made

BETWEEN:

- (1) **AVIVA ANNUITY UK LIMITED** (registered number 03253948) (the **Cedant**); and
- (2) **AVIVA INTERNATIONAL INSURANCE LIMITED** (registered number 00021487) (the **Reinsurer**).

BACKGROUND:

The Cedant enters into this Deed in connection with the Reinsurance Agreement (as defined below).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Custodian means JPMorgan Chase Bank, N.A., London branch.

Custody Agreement means the global custody agreement dated 25 April 2013 between the Cedant and the Custodian (as amended, restated, substituted or replaced from time to time).

Encumbrance means any mortgage, charge, pledge, lien, hypothecation, assignment, trust arrangement, right of set-off, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind or other type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect (other than a lien routinely imposed on securities in a relevant clearance system).

Enforcement Event means each of the following events or circumstances:

- (a) the Cedant does not pay the Termination Amount when due, in accordance with clause 15 of the Reinsurance Agreement;
- (b) the Cedant creates or grants or directs the creation or grant of an Encumbrance other than a Permitted Encumbrance over all or any part of the Security Assets;
- (c) a liquidator, administrator, director, agent, supervisor, scheme administrator or other person whatsoever (including but not limited to persons in foreign jurisdictions) decides or resolves to take or takes any step to distribute a dividend to creditors (other than preferential creditors) of the Cedant, or gives notice or otherwise expresses his intention to do so to such creditors; or
- (d) the Reinsurer gives notice to the Cedant in respect of any or all of the Security Assets at any time when the Reinsurer reasonably considers that there is a serious risk that the Cedant is or may become insolvent and a serious risk that any person may distribute a dividend to creditors (other than preferential creditors) of the Cedant.

Insolvency Event means the taking of any step, or the commencement of any procedure, by the FCA, the PRA, the Cedant or any creditor of the Cedant (including the Reinsurer) with a view to the appointment of an administrator or liquidator in respect of the Cedant.

Insurance Debt Pari Claims means any liabilities of the Cedant which are secured on assets of the Cedant but on the basis that recoveries by the secured party under the relevant security deed are limited to the amounts which would have been recoverable had such liabilities (and any other Insurance Debt Pari Claims) been Insurance Debts. For the avoidance of doubt, the Secured Liabilities are not Insurance Debt Pari Claims.

Insurance Debts has the meaning attributed to that expression by Regulation 2 of The Insurers (Reorganisation and Winding Up) Regulations 2004.

Party means a party to this Deed.

Permitted Encumbrance means:

- (a) any Encumbrance granted or expressed to be granted by the Cedant in favour of the Custodian under the Custody Agreement and which ranks in right and priority of payment ahead of the rights created in favour of the Reinsurer under this Deed;
- (b) any prior or contemporaneous Encumbrance granted or expressed to be granted by the Cedant in favour of a Third Party Custodian under a Third Party Custody Agreement and which ranks in right and priority of payment ahead of the rights created in favour of the Reinsurer under this Deed;
- (c) any prior, contemporaneous or future Encumbrance created by the Cedant in the ordinary course of business which is subordinate to or ranks pari passu with the Security created by this Deed; and
- (d) any other Encumbrance created with the consent of the Reinsurer.

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

Reinsurance Agreement means the quota share reinsurance agreement made between the Cedant and the Reinsurer dated 9 May 2014 as amended and restated on 31 December 2015 and as it may be amended and restated in the future to provide for a fifty (50) per cent. quota share (as amended from time to time).

Reinsurance Contract means any reinsurance contract entered into or written by the Cedant which is a contract of long term insurance as that term is defined in Article 3 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

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 Cedant to the Reinsurer under or in connection with the Reinsurance Agreement.

Security Assets means all assets of the Cedant the subject of any security created by this Deed, excluding any assets released from this Security in accordance with Clause 13(a) (Release).

Security Period means the period beginning on the date of this Deed and ending on the earliest of:

- (a) the date on which all the Secured Liabilities (or, when Clause 2.1(b)(i) applies, such lesser amount as is recoverable under that Clause) have been unconditionally and irrevocably paid and discharged in full;
- (b) the date on which a Deposit Withdrawal Event occurs pursuant to clause 5 of the Reinsurance Agreement; and/or
- (c) the date on which the Security is released in accordance with Clause 13(c) (Release).

Sub-Insurance Debt Secured Claims means any liabilities of the Cedant which are secured on assets of the Cedant but on the basis that recoveries by the secured party under the relevant security deed are (at least after the commencement of insolvency proceedings against the Cedant) limited to its pro rata share (calculated as its share of all Sub-Insurance Debt Secured Claims) of the aggregate amount which would have been available to meet the claims of ordinary unsecured creditors in a winding up of the Cedant (after meeting all Insurance Debts, Insurance Debt Pari Claims, preferential debts and any other secured claims) had such liabilities (and any other Sub-Insurance Debt Secured Claims) been unsecured.

Third Party Custodian means, other than the Custodian, any custodian of any of the Security Assets appointed by the Cedant.

Third Party Custody Agreement means a custodian agreement made between the Cedant and a Third Party Custodian.

UKLAP means Aviva Life & Pensions UK Limited, a company registered in England and Wales with registered number 03253947 whose registered office is at Wellington Row, York YO90 1WR.

1.2 Construction

- (a) Capitalised terms defined in the Reinsurance Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) Unless the context otherwise requires:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) **including** and **in particular** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing";
 - (iii) **liabilities** means any liability, damage, loss, cost, claim or expense of any kind or nature (including VAT), whether direct, indirect, special, consequential or otherwise;
 - (iv) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
 - (v) **variation** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly;

- (vi) **writing** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and "written" has a corresponding meaning;
- (vii) references to this Deed or to any other document include references to this Deed or such other document as varied in any manner from time to time; and
- (viii) the term this **Security** means any security created by this Deed.
- (c) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force.
- (d) A Clause is, unless otherwise stated, a reference to a Clause hereof.
- (e) Headings in this Deed are inserted for convenience and shall not affect its interpretation.
- (f) Any covenant of the Cedant under this Deed (other than a payment obligation) remains in force during the Security Period.
- (g) The terms of the Reinsurance Agreement are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (h) If the Reinsurer considers that an amount paid to it under the Reinsurance Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (i) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Reinsurer;
 - (ii) is created over present and future assets of the Cedant;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) Notwithstanding all other provisions of this Deed:
 - (i) unless and until all Insurance Debts and Insurance Debt Pari Claims of the Cedant have been fully discharged, the amount recoverable under this Deed after the occurrence of an Insolvency Event shall not exceed its pro rata share (based on the sum of the secured liabilities under this Deed and the secured

liabilities under any other Sub-Insurance Debt Secured Claims) of the aggregate amount (if any) as would have been available for distribution to ordinary unsecured creditors in a winding-up of the Cedant (after meeting all Insurance Debts, Insurance Debt Pari Claims, preferential debts and other secured claims) had the Secured Liabilities (and any other Sub-Insurance Debt Secured Claims) been unsecured;

(ii) the Cedant may:

- (A) enter into any agreement for the transfer of securities, financial instruments, money and/or other assets by way of a stock lending or borrowing, repurchase arrangement or sale and buy-back in respect of any of the Security Assets, and perform its obligations under any such agreement;
- (B) create and maintain any Permitted Encumbrance over any Security Asset;
- (C) pay any dividend which the Cedant's directors have resolved should be payable by it in accordance with applicable law;
- (D) dispose of any Security Asset in the ordinary course of its business, including in connection with the Custody Agreement or any Third Party Custody Agreement; and
- (E) hold its assets with the Custodian and/or any Third Party Custodian; and

(iii) the Reinsurer acknowledges and agrees that, if the Custodian or any Third Party Custodian enforces a Permitted Encumbrance over Security Assets, such Security Assets shall (to the extent necessary to discharge the liabilities secured by such Permitted Encumbrance) be deemed to be free of any Encumbrance created under or pursuant to this Deed.

(c) If the rights of the Cedant under a document cannot be secured without the consent of a party to that document, this Security will secure all amounts which the Cedant may receive, or has received, under that document but exclude the document itself.

2.2 Floating charge

(a) The Cedant charges by way of a floating charge:

- (i) all its rights, title and interests in the Long-Term Fund Assets, other than any such asset which is held as segregated funds by the Cedant in respect of bulk purchase annuity contracts written by it; and
- (ii) following the transfer (pursuant to FSMA or any analogous foreign process or proceeding) of the assets and liabilities of Aviva Annuity UK Limited into UKLAP, all its rights, title and interests in the Long-Term Fund Assets after they have transferred into UKLAP (for the avoidance of doubt, which shall include the assets backing the liabilities transferred to UKLAP from UKA (including the Matching Adjustment Portfolio)) other than any such transferred asset which is held as segregated funds by the Cedant in respect of bulk purchase annuity contracts written by it.

- (b) Except as provided below, the Reinsurer may by notice to the Cedant convert the floating charge created by this Clause into a fixed charge as regards any of the Cedant's assets specified in that notice, if an Enforcement Event occurs.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of the Cedant's assets if an administrator is appointed or the Reinsurer receives notice of an intention to appoint an administrator.
- (e) The floating charge hereby created shall rank *pari passu* with any prior or contemporaneous floating charge that applies to the Security Assets and secures liabilities incurred by the Cedant as cedant under or in connection with Reinsurance Contracts with other reinsurers, but shall rank in right and priority of payment behind any Encumbrance created or expressed to be created in favour of the Custodian under the Custody Agreement and behind any Encumbrance created or expressed to be created in favour of any Third Party Custodian under the terms of its Third Party Custody Agreement.

3. REPRESENTATION

- (a) The Cedant represents and warrants to the Reinsurer that this Deed creates those Encumbrances it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Cedant or otherwise.
- (b) The representation and warranty set out above is made on the date of this Deed and is deemed to be made by the Cedant by reference to the facts and circumstances then existing on each date during the Security Period.

4. NOTICE OF SECURITY

- (a) If an Enforcement Event occurs or if a notice of any Permitted Encumbrance over any Security Asset is given by the Cedant, and if requested to do so by the Reinsurer, the Cedant must deliver a notice of this Security to any person required by the Reinsurer.
- (b) If requested to do so by the Reinsurer, the Cedant must deliver a notice listing all assets which, at such date, have been released from this Security in accordance with Clause 13(a) (Release).

5. WHEN SECURITY BECOMES ENFORCEABLE

5.1 Enforcement Event

This Security will become immediately enforceable if an Enforcement Event occurs.

5.2 Discretion

- (a) After this Security has become enforceable:
 - (i) the Reinsurer may in its absolute discretion enforce all or any part of this Security in any manner it sees fit; and
 - (ii) if requested to do so by the Reinsurer, the Cedant must give such instructions as the Reinsurer requests, to the Custodian and any Third Party Custodian; and
 - (iii) if the Reinsurer, acting under the power of attorney granted by the Cedant in Clause 11 hereto, gives any instructions to the Custodian or any Third Party Custodian, the Reinsurer shall copy the Cedant on any such instructions.
- (b) Any instructions given to the Custodian or any Third Party Custodian pursuant to paragraphs (ii) or (iii) above must comply with the terms of the Custody Agreement or Third Party Custody Agreement, as applicable.

5.3 Power of sale

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

6. ENFORCEMENT OF SECURITY

6.1 General

- (a) For the purposes of all powers implied by statute, 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.
- (c) The statutory powers of leasing conferred on the Reinsurer are extended so as to authorise the Reinsurer to lease, make agreements for leases, accept surrenders of leases and grant options as the Reinsurer may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

6.2 No liability as mortgagee in possession

Neither the Reinsurer nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

6.3 Privileges

Each Receiver and the Reinsurer 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.

6.4 Protection of third parties

No person (including a purchaser) dealing with the Reinsurer or a Receiver or its or his agents will be concerned to enquire:

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

6.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Reinsurer may:
 - (i) redeem any prior Encumbrance against any Security Asset; and/or
 - (ii) procure the transfer of that Encumbrance to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Cedant.
- (b) The Cedant must pay to the Reinsurer, immediately on demand, the costs and expenses incurred by the Reinsurer in connection with any such redemption and/or transfer, including the payment of any principal or interest.

6.6 Contingencies

If this Security is enforced at a time when no amount is due under the Reinsurance Agreement but at a time when amounts may or will become due, the Reinsurer (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

7. RECEIVER

7.1 Appointment of Receiver

- (a) Except as provided below, the Reinsurer may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if (and only if) this Security has become enforceable. Any such appointment may be by deed, under seal or in writing under its hand.
- (b) 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.
- (c) The Reinsurer 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.
- (d) The Reinsurer may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Reinsurer is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

7.2 Removal

The Reinsurer 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.

7.3 Remuneration

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

7.4 Agent of the Cedant

- (a) A Receiver will be deemed to be the agent of the Cedant 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 Cedant alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Reinsurer will not incur any liability (either to the Cedant or to any other person) by reason of the appointment of a Receiver or for any other reason.

7.5 Relationship with Reinsurer

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

8. APPLICATION OF PROCEEDS

Any moneys received by the Reinsurer or any Receiver after this Security has become enforceable must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Reinsurer or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) as set out in (a) and (b) of the definition of Permitted Encumbrance, in or towards payment of or provision for amounts owed to the Custodian under the terms of the Custody Agreement and in or towards payment of or provision for amounts owed to a Third Party Custodian under the terms of its Third Party Custody Agreement;
- (c) in or towards payment of or provision for the Secured Liabilities (or, when Clause 2.1(b)(i) applies, such lesser amount as is recoverable under that Clause); and
- (d) in payment of the surplus (if any) to the Cedant or other person entitled to it.

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

9. DELEGATION

9.1 Power of Attorney

The Reinsurer or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

9.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Reinsurer or any Receiver may think fit.

9.3 Liability

Neither the Reinsurer nor any Receiver will be in any way liable or responsible to the Cedant for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

10. FURTHER ASSURANCES

The Cedant must, at its own expense, take whatever action the Reinsurer or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Reinsurer or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Reinsurer or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Reinsurer may think expedient.

11. POWER OF ATTORNEY

The Cedant, by way of security, irrevocably and severally appoints the Reinsurer, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Cedant is obliged to take under this Deed. The Cedant ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

12. MISCELLANEOUS

12.1 Covenant to pay

The Cedant must pay or discharge the Secured Liabilities in the manner provided for in the Reinsurance Agreement.

12.2 Tacking

The Reinsurer must perform its obligations under the Reinsurance Agreement.

13. RELEASE

- (a) If, as at the date of this Deed or at any time during the Security Period, the Cedant uses any Security Asset to secure or cover liabilities under derivative contracts entered into by it any such Security Assets are automatically released from this Security.
- (b) At the end of the Security Period, the Reinsurer must, at the request and cost of the Cedant, take whatever action is necessary to release the Security Assets from this Security.
- (c) Notwithstanding paragraph (a) above, if the Reinsurer is notified in advance in writing that a meeting of creditors of the Cedant is to be convened or held for the purposes of approving a proposal for a scheme of arrangement under Part 26 of the Companies Act 2006 or for a voluntary arrangement under Part 1 of the Insolvency Act 1986 in respect of the Cedant, the Reinsurer undertakes that it will agree to be bound by the proposal and (to the extent necessary to give effect to the intention of this Clause) to release the security constituted by this Deed, provided that:
 - (i) the proposal has the effect of ensuring that the Reinsurer will receive the amount recoverable under this Deed up to the limit specified in Clause 2.1(b)(i) (General); and
 - (ii) if (but only if) the Reinsurer had notified the Cedant at or prior to the meeting that the Reinsurer opposed the proposal, the proposal would have been passed by the requisite majority(ies) even if the Reinsurer had been entitled to vote on the proposal in respect of the Secured Liabilities as an Insurance Debt and had voted against the proposal in respect of that amount.

14. GOVERNING LAW


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

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SIGNATORIES

EXECUTED as a Deed (but not delivered
until dated) by *Grant Crookart*

AS ATTORNEY FOR AVIVA ANNUITY
UK LIMITED in the presence of:


as attorney for AVIVA ANNUITY UK
LIMITED

Signature of Witness:

Name of Witness:

Address of Witness:

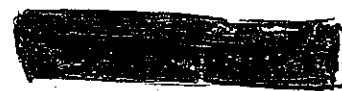
Occupation of Witness:


Jane Williams

Aviva, St Helen's, London EC3P 3DQ

EXECUTED as a Deed (but not delivered
until dated) by *LYLA SPENCER*

AS ATTORNEY FOR AVIVA ANNUITY
UK LIMITED in the presence of:


as attorney for AVIVA ANNUITY UK
LIMITED

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:


Jane Williams

Aviva, St Helen's, London EC3P 3DQ

EXECUTED as a Deed (but not delivered
until dated) by

AS ATTORNEY FOR AVIVA
INTERNATIONAL INSURANCE
LIMITED in the presence of:


as attorney for AVIVA INTERNATIONAL
INSURANCE LIMITED

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:


MARSHA RENNIE

*ST HELEN'S, LUNDERSHAFT, LONDON
EC3P 3DQ*