



**Registration of a Charge**

Company name: **ATLAS CAPITAL UK 2018 PLC**

Company number: **11340349**



X77N0JCP

Received for Electronic Filing: **08/06/2018**

---

**Details of Charge**

Date of creation: **31/05/2018**

Charge code: **1134 0349 0001**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

Brief description: **NOT APPLICABLE.**

**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: **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: 11340349

Charge code: 1134 0349 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2018 and created by ATLAS CAPITAL UK 2018 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2018 .

Given at Companies House, Cardiff on 12th June 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

**EXECUTION VERSION**

DATED MAY 31, 2018

ATLAS CAPITAL UK 2018 PLC  
AS ISSUER

BNY CORPORATE TRUSTEE SERVICES LIMITED  
AS TRUSTEE

AND

SCOR GLOBAL P&C SE  
AS CEDING INSURER

---

DEED OF CHARGE AND ASSIGNMENT  
IN RELATION TO THE USD 300,000,000 SERIES  
2018 ISPV 1 PRINCIPAL-AT-RISK VARIABLE RATE  
NOTES

---

## CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION .....	1
2. SECURED OBLIGATIONS .....	6
3. CHARGE AND ASSIGNMENT OVER CHARGED ACCOUNTS .....	6
4. NOTICE OF ASSIGNMENT .....	7
5. PERFECTION OF SECURITY AND FURTHER ASSURANCE .....	8
6. REPRESENTATIONS .....	9
7. UNDERTAKINGS .....	10
8. ENFORCEMENT .....	12
9. RECEIVER .....	13
10. POWERS OF RECEIVER .....	14
11. APPLICATION OF MONEYS .....	15
12. POWER OF ATTORNEY .....	15
13. EFFECTIVENESS OF SECURITY .....	16
14. PAYMENTS AND EXPENSES .....	18
15. RELEASE AND DISCHARGE OF SECURITY .....	18
16. EXERCISE OF POWERS .....	19
17. THIRD PARTY RIGHTS .....	19
18. MISCELLANEOUS .....	20
19. NOTICES .....	22
20. ASSIGNMENTS AND TRANSFERS .....	23
21. LAW AND JURISDICTION .....	23
SCHEDULE 1 FORM OF DEED OF RELEASE AND REASSIGNMENT .....	24

**THIS DEED** is made on May 31, 2018.

**BETWEEN:**

- (1) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, One Canada Square, London E14 5AL, United Kingdom (the "**Trustee**", which expression includes any other person for the time being Trustee under this Deed);
- (2) **ATLAS CAPITAL UK 2018 PLC**, an insurance special purpose vehicle incorporated under the Companies Act 2006 and licensed as a special purpose insurer under the laws of England and Wales with registered number 11340349 whose registered address is 35 Great St. Helen's, London, EC3A 6AP (the "**Chargor**"); and
- (3) **SCOR GLOBAL P&C SE**, a *Societas Europaea* organized and registered under the laws of France, acting for itself and on behalf of any Affiliate of SCOR SE (the "**Ceding Insurer**").

**WHEREAS:**

- (A) Under the terms of the Reinsurance Agreement (as defined below), the Issuer has agreed to pay certain liabilities during the term of such agreement. Where relevant, key terms defined and used in the Reinsurance Agreement are set out and used herein.
- (B) The Issuer is issuing the USD 300,000,000 Series 2018 ISPV 1 Principal-At-Risk Variable Rate Notes (the "**Notes**") to, among other things, meet its obligations under the Reinsurance Agreement.
- (C) As security for its obligations under the Reinsurance Agreement, the Notes and certain other Secured Obligations (as defined below), the Issuer has agreed to provide security over certain accounts (and cash and/or investments standing to the credit thereto) and assign by way of security all of its rights, title, benefit and interest in and to the Assigned Agreements (as defined below) to the Trustee.
- (D) This Deed is supplemental to the Trust Deed (as defined below).

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

"**Agency Agreement**" means the agency agreement dated on or about the date of this Deed and entered into by and between, among others, the Chargor, the Trustee and the Principal Paying Agent in respect of the Notes;

"**Assigned Agreements**" means, collectively, the Management Agreement, the Calculation Agreement, the Escrow Agreement, the Custody Agreement, the Agency Agreement, the Account Bank Agreement and the Reinsurance Agreement;

**"Beneficiaries"** means, collectively, each of those persons listed as entitled to payment in any of the Post Enforcement Priorities of Payments (as defined in the Trust Deed);

**"Cash Collateral Account"** means the cash collateral account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

Account:

FFC (BIC Code):

Attention:

FFC:

Reference:



**"Charged Accounts"** means the Collateral Accounts, the Collateral Payment Account, the Expenses Account and the Excess Accounts;

**"Charged Property"** means all of the assets and rights of the Chargor expressed to be charged or assigned by way of security pursuant to this Deed;

**"Collateral Accounts"** means the Securities Collateral Account and the Cash Collateral Account;

**"Collateral Cash"** means each debt owed by the Custodian or the Account Bank to the Chargor represented by the credit balance from time to time on a Charged Account;

**"Collateral Payment Account"** means the collateral payment account established and maintained by the Chargor in the United Kingdom with the Account Bank in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

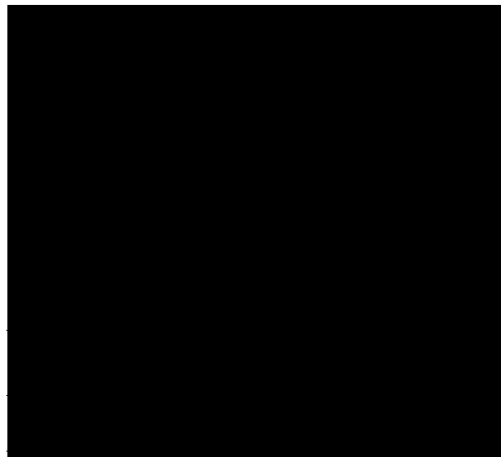
Account:

FFC (BIC Code):

Attention:

FFC:

Reference:



**"Collateral Securities"** means the securities from time to time recorded in and represented by the credit balance of any Charged Account;

**"Custody Agreement"** means the custody agreement dated on or about the date of this Deed and entered into by and between the Chargor, the Trustee and the Custodian;

**"Distributions"** means, with respect to Collateral Securities, all principal, interest and other payments and distributions of cash or other property with respect to such Collateral Securities. Distributions will not include any cash obtained by or on behalf of the Trustee upon any disposition or liquidation of the Secured Assets;

**"Enforcement Event"** has the meaning given in Clause 8 hereof;

**"Excess Accounts"** means the Excess Securities Account and the Excess Cash Account;

**"Excess Cash Account"** means the cash account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

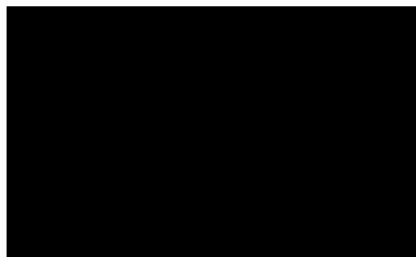
Bank:  
SWIFT:  
Account:  
FFC (BIC Code):  
Attention:  
FFC:  
Reference:



**"Excess Securities Account"** means the securities account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as per the Excess Cash Account (including any replacement or substitute account therefor and any sub account therein);

**"Expenses Account"** means the expenses account established and maintained by the Chargor in the United Kingdom with the Account Bank in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:  
SWIFT:  
Account:  
FFC (BIC Code):



Attention:

FFC:

Reference:

**"Governmental Authority"** means in respect of any person, any federal, state, local or domestic, foreign or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission, or other governmental regulatory or self-regulatory entity to which such person is subject;

**"Notes"** means USD 300,000,000 Series 2018 ISPV 1 Principal-at-Risk Variable Rate Notes;

**"Party"** means a party to this Deed;

**"Receivables"** means all money receivable by or owing to the Chargor now or in the future under or by virtue of the Charged Property (including the proceeds of any claims, awards, or judgments) charged or assigned by way of security pursuant to this Deed;

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed by the Trustee under Clause 9 and, unless the context otherwise requires, the expression "Receiver" includes any substituted receiver and/or manager;

**"Reinsurance Agreement"** means the series 2018-1 reinsurance agreement dated on or about the date of this Deed and entered into by and between the Ceding Insurer and the Chargor;

**"Related Rights"** means, in relation to the Secured Assets, all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, Security, guarantees, indemnities, covenants for title, proceeds of sale and other monies and proceeds in respect of or derived from the Secured Assets (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order of, or on behalf of the Chargor at any time.

**"Secured Assets"** means all Collateral Cash, Collateral Securities, Distributions and all proceeds of any such Collateral Cash and Collateral Securities or Distributions credited to the relevant Charged Account from time to time;

**"Secured Obligations"** means all present and future obligations and liabilities at any time due, owing or incurred by the Chargor to the Trustee (whether for its own account or as trustee for the Beneficiaries) or any other Beneficiary under or pursuant to the Transactions Documents, whether actual or contingent, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law;

**"Securities Collateral Account"** means the securities collateral account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as per the Cash Collateral Account (including any replacement or substitute account therefor and any sub account therein);



**"Security"** means the security created in favour of the Trustee pursuant to this Deed of Charge;

**"Security Interest"** 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;

**"Security Period"** means the period beginning on the date hereof and ending on the date on which the Secured Obligations have been unconditionally and irrevocably discharged in full; and

**"Trust Deed"** means the trust deed in relation to the Notes dated on or about the date of this Deed and entered into by and between, among others, the Chargor and the Trustee.

## **1.2 Interpretation**

1.2.1 Unless expressly defined in this Deed, capitalised terms defined in the Trust Deed have the same meanings in this Deed.

1.2.2 Except to the extent that the context requires otherwise, any reference in this Deed to "this Deed" or to any other agreement or document is a reference to this Deed or that other agreement or document as amended or supplemented from time to time and includes a reference to any agreement or document which amends, waives, is supplemental to or is entered into, made or given pursuant to or in accordance with any of the terms of this Deed or any such other agreement or document.

1.2.3 References to clauses are to be construed as references to clauses of this Deed.

1.2.4 Words importing the plural shall include the singular and vice versa.

1.2.5 References to a person shall be construed as including reference to an individual, firm, company, corporation, unincorporated body of persons or any state or agency thereof and a reference to a person shall also include references to his permitted successors, transferees (including by novation) and assigns and any person deriving title under or through him, whether in security or otherwise; and any person into which such person may be merged or consolidated, or any company resulting from any merger, conversion or consolidation or any person succeeding to substantially all of the business of that person.

1.2.6 References to statutory provisions shall be construed as references to these provisions as replaced, amended or re-enacted from time to time.

1.2.7 Whenever the words **"include"**, **"includes"** or **"including"** are used in this Deed, they shall be deemed to be followed by the words **"without limitation"**. The words **"hereof"**, **"herein"** and **"herewith"** and words of similar import shall, unless otherwise stated, be construed to refer to this Deed as a whole and not to any particular provision of this Deed.

1.2.8 This Deed shall be binding on and inure to the benefit of the parties hereto and their respective successors, assignees and transferees in accordance with the

terms and conditions of the Trust Deed, provided however, that the Chargor may not assign any of its rights or obligations under this Deed.

## **2. SECURED OBLIGATIONS**

### **2.1 Covenant to pay**

The Chargor covenants with the Trustee (for itself and as trustee for the Beneficiaries) that the Chargor shall pay and discharge in full the Secured Obligations when due and in the required manner.

## **3. CHARGE AND ASSIGNMENT OVER CHARGED PROPERTY**

### **3.1 The Chargor as continuing security for the payment, discharge and performance of the Secured Obligations hereby charges with full title guarantee and by way of a first fixed charge in favour of the Trustee (for itself and as trustee for the Beneficiaries) all of its rights, title and interest from time to time in and to:**

3.1.1 the Secured Assets;

3.1.2 all Related Rights in relation to the Secured Assets; and

3.1.3 the Charged Accounts.

### **3.2 The Chargor, with full title guarantee (which expression shall be construed so as to exclude (i) the exception contained in Section 3(1), (ii) Section 3(2) and (iii) Section 6(2) of in each case, the Law of Property (Miscellaneous Provisions) Act 1994) and as a continuing security for the payment or discharge of the Secured Obligations, hereby assigns absolutely to the Trustee (for itself and as trustee for the Beneficiaries) all its present and future rights, title, interest and benefit in and to each Assigned Agreement, including all moneys which at any time may be or become payable to the Chargor pursuant thereto and the proceeds of any claims, awards and judgments which may at any time be receivable or received by the Chargor pursuant thereto.**

### **3.3 Crystallisation: by notice**

The Trustee may at any time by notice in writing to the Chargor convert (i) any security interest created pursuant to Clause 3.1 which takes effect, or is recharacterised as a floating security interest, with immediate effect into a fixed security interest if:

3.3.1 the Trustee (acting pursuant to the Trust Deed) considers that any of the Charged Property may be in jeopardy or in danger of being seized pursuant to any form of legal process; or

3.3.2 the Trustee (acting pursuant to the Trust Deed) considers that it is necessary in order to protect the priority of the Security.

It is acknowledged and agreed that the Trustee is not obliged to monitor the Charged Property or the priority of the Security, and is only obliged to act under this Clause 3.3 if it is so directed Ceding Insurer, and/or an Extraordinary Resolution of the Noteholders (subject to the prior consent of the Ceding Insurer), and in either case that

the Trustee is provided with satisfactory indemnity and/or security (including pre-funding) against any liabilities it may incur by taking such action.

#### **3.4 Crystallisation: automatic**

Notwithstanding Clause 3.3 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, any security interest created pursuant to Clause 3.1 which takes effect, or is recharacterised as a floating security interest will automatically be converted (without notice) with immediate effect into a fixed security interest if:

- 3.4.1 an Enforcement Event has occurred;
- 3.4.2 the Chargor creates or attempts to create any Security Interest (other than any Security permitted under the terms of the Transaction Documents), over a Charged Account;
- 3.4.3 any person levies or attempts to levy any distress, execution or other process against a Charged Account; or
- 3.4.4 an Insolvency Event occurs in respect of the Chargor.

#### **3.5 Decrystallisation of Floating Charge**

- 3.5.1 Any charge by the Chargor that has crystallised under Clauses 3.3 or 3.4 may, by notice in writing given at any time by the Trustee to the Chargor, be reconverted into a floating charge in relation to the assets or class of assets specified in the notice.
- 3.5.2 Nothing contained herein shall constitute or be deemed to constitute a novation or settlement of any obligations or indebtedness, nor shall it be construed as an assumption or acceptance by the Trustee or any Beneficiary of any other obligation of the Chargor.

#### **4. NOTICE OF ASSIGNMENT**

- 4.1 Until the security hereby created becomes enforceable in accordance with the terms of the Trust Deed, the Chargor is permitted to exercise its rights under the Assigned Agreements for so long as the exercise of such rights does not result in a breach of this Deed or the Trust Deed.
- 4.2 This Deed constitutes irrevocable notice to the Ceding Insurer of the security interest created over the Reinsurance Agreement as described in Clause 3.2. The Ceding Insurer hereby acknowledges such notice and confirms that (i) it consents to such assignment (ii) it does not have and will not seek to exercise any claim or right of set-off under or in relation to the Reinsurance Agreement, and (iii) it has not received any notice that any third party has any right or interest in the Reinsurance Agreement.
- 4.3 The Chargor undertakes that it will, forthwith upon the request of the Trustee, from time to time, give such further notices of the assignment and charge herein (in each case by registered post or courier), and ensure that the Trustee receives such acknowledgements thereof and consents thereto as the Trustee may consider necessary

for the perfection and/or enforcement or the attempted perfection and/or enforcement of the encumbrances created hereunder, all such notices, acknowledgements and consents to be in form and substance satisfactory to the Trustee.

## **5. PERFECTION OF SECURITY AND FURTHER ASSURANCE**

### **5.1 Further assurance**

The Chargor shall, at the request of the Trustee and at the expense of the Chargor, forthwith do all acts and things and execute in favour of the Trustee or as the Trustee shall direct all charges, mortgages, assignments, transfers, securities and other deeds and documents as are necessary, in such form as the Trustee may require, in order to:

- 5.1.1 perfect or improve the security intended to be conferred on the Trustee by or pursuant to this Deed (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the credit balance on any Charged Account); or
- 5.1.2 to facilitate the realisation of all or any of the Charged Property and the exercise of all rights and powers conferred on the Charged Property, any Receiver or any delegate of either of the same for the purpose thereof or in connection therewith pursuant to this Deed or by law.

### **5.2 Law of Property (Miscellaneous Provisions) Act 1994**

The obligations of the Chargor under this Clause 5 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 (as extended or otherwise varied by this Deed).

### **5.3 Necessary Action**

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security interest constituted or intended to be constituted by this Deed.

### **5.4 Financial Collateral Arrangements**

To the extent that the Charged Accounts constitute "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) the Trustee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and such collateral shall be valued by the Trustee in a commercially reasonable manner.

- 5.5 If for any reason any sums payable in respect of Clauses 3 are received by the Chargor, the Chargor shall hold the benefits of the same on trust for the Trustee (for the benefit of the relevant Beneficiaries in accordance with the terms of the Trust Deed and priority of payments thereunder) or shall otherwise apply all such sums in accordance with the

terms of the Trust Deed and shall take such action and execute such instruments as may reasonably be required in accordance with the Trust Deed.

## **6. REPRESENTATIONS**

### **6.1 Representations and Warranties**

The Chargor hereby represents and warrants to the Trustee, for itself and for the benefit of the Beneficiaries, that:

- 6.1.1 it has valid legal and beneficial title to, and is the sole legal and beneficial holder of, the Charged Accounts;
- 6.1.2 the Charged Accounts are not subject to any security interest or any legal, contractual or judicial restriction which may affect the rights of the Trustee under this Deed;
- 6.1.3 the Assigned Agreements are now valid and subsisting and enforceable against the Chargor in accordance with their terms, except as such enforceability may be limited by:
  - (a) bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights; and
  - (b) the non-availability of the equitable remedies of specific performance or injunctive relief;
- 6.1.4 the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations, except as such enforceability may be limited by:
  - (a) bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights; and
  - (b) the non-availability of the equitable remedies of specific performance or injunctive relief;
- 6.1.5 the entry into and performance by it of and the transactions contemplated by, this Deed and the Assigned Agreements do not and will not conflict with:
  - (a) any law or regulation applicable to it;
  - (b) the constitutional documents of it; or
  - (c) any agreement, deed or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement, deed or instrument;
- 6.1.6 the Assigned Agreements are capable of being assigned to the Trustee;
- 6.1.7 it has the corporate capacity and 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 including the grant of the power of attorney pursuant to Clause 12;

- 6.1.8 no limit on its powers will be exceeded as a result of the giving of security contemplated by this Deed;
- 6.1.9 all authorisations required or desirable:
  - (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;
  - (b) to make this Deed admissible in evidence in its jurisdiction of incorporation; and
  - (c) have been obtained or effected and are in full force and effect;
- 6.1.10 it has its "centre of main interests" (as that term is used in Article 3(1) of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings Recast (the "Recast Regulation") in England;
- 6.1.11 it has no "establishment" (as that term is used in Article 2(h) of the Recast Regulation) in any jurisdictions other than England;
- 6.1.12 no Insolvency Event has occurred or is continuing in relation to it, nor will an Insolvency Event occur in respect of it as a consequence of it entering into or performing or complying with the obligations expressed to be assumed by it under this Deed;
- 6.1.13 no mortgage, charge, pledge or other security interest (other than the security interest created by this Deed) or claims exists in respect of any of the Charged Property and it is the sole beneficial owner of the Charged Property; and
- 6.1.14 execution, delivery and performance by the Chargor of this Deed and the Assigned Agreements will not result in any breach of any corporate documents, mortgage, trust deed, contract or agreement binding on the Chargor.

## **7. UNDERTAKINGS**

The undertakings in this Clause 7 are made by the Chargor to the Trustee, for the benefit of the Beneficiaries, and shall remain in force during the Security Period.

### **7.1 General undertakings**

- 7.1.1 It will not take any action whereby the rights attaching to the Charged Property are altered or affected.
- 7.1.2 It will not allow any mortgage, fixed or floating charge, pledge or other security interest of any kind, or any trust or permit any lien to arise (other than a security interest created by the Trust Documents, the Custody Agreement or the Account Bank Agreement, arising as a matter of law or imposed on the Charged Property by a clearing system or securities depository) to be created or to subsist on, or in respect of, the Charged Property.

- 7.1.3 It will not close or transfer the Charged Accounts or open a new account, other than in accordance with the terms of this Deed and the Trust Deed.
- 7.1.4 It will not sell, assign, charge, factor, discount, subordinate, release, exchange, replace, substitute, transfer, waive its rights in respect of or otherwise dispose of, the Charged Property otherwise than as expressly permitted under this Deed or under the Trust Deed.
- 7.1.5 It shall always use the Charged Property in accordance with the terms of this Deed and the Trust Deed.
- 7.1.6 The Chargor will duly observe and perform in all material respects all its obligations under the Assigned Agreements and enforce the punctual and full observance and performance by each other party of its obligations to the Chargor under the Assigned Agreements.
- 7.1.7 It shall not cause or permit any of the Assigned Agreements to be amended, extended, supplemented, terminated or assigned in any manner except as expressly permitted under this Deed or under the Trust Deed, or cause or permit any rights of the Chargor thereunder to be postponed, released or subordinated.
- 7.1.8 The Chargor will, promptly upon becoming aware of such fact, notify the Trustee in writing of any material default by any party of any of its obligations under the Assigned Agreements and promptly furnish to the Trustee a copy of any notice given thereunder.
- 7.1.9 The Chargor shall collect and realise all Receivables and pay into the relevant Charged Accounts or such other account with such bank as the Trustee may direct in writing (pursuant to the Trust Deed) all money which the Chargor may receive in respect of the Receivables forthwith on receipt, and the Chargor shall, pending such payment, hold all money so received upon trust for the Trustee on behalf of the Beneficiaries and shall not, without the prior written consent of the Trustee, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivables in favour of any other person or purport to do so.
- 7.1.10 The Chargor shall not take any action which would:
  - (a) cause its "centre of main interests" (as that term is used in Article 3(1) of the Recast Regulation) to become situated outside of England; or
  - (b) cause it to have an "establishment" (as that term is used in Article 2(h) of the Recast Regulation) situated outside of England.

## **7.2 Evidence of compliance**

The Chargor shall, at the request of the Trustee, forthwith deliver to the Trustee such evidence as the Trustee shall require that the provisions of Clause 7.1 have been complied with.

## **8. ENFORCEMENT**

### **8.1 Power of sale**

The Secured Obligations shall, for the purposes of Section 101 of the Act, be deemed to become due and payable, and the power of sale and other powers conferred on mortgagees by the Act as varied or extended by this Deed shall arise, immediately upon execution of this Deed and may be exercised on or at any time after the security hereby created becomes enforceable in accordance with the terms of the Trust Deed (an "Enforcement Event"). Sections 93 and 103 of the Act shall not apply to this Deed or to the exercise by the Trustee of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Trustee without notice to the Chargor on or at any time after the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 8 (*Enforcement*).

### **8.2 Enforcement**

At any time after the occurrence of an Enforcement Event the Trustee is hereby irrevocably empowered:

- 8.2.1 to apply in accordance with the Trust Deed all or any money standing to the credit of the Charged Accounts and/or to sell or convert into money or redeem all or any other Charged Asset in accordance with the terms of the Trust Deed;
- 8.2.2 to collect or receive all Receivables pursuant to this Deed and on payment to give an effectual discharge for them and on non-payment to take and institute (if the Trustee decides at any time while the security constituted by this Deed is enforceable) all steps and proceedings in any jurisdiction either in the name of the Chargor or in the name of the Trustee for the recovery of such Receivables, and to agree accounts and to make allowances and to give time to any obligor or surety; and/or
- 8.2.3 to exercise all or any powers of a Receiver under this Deed, whether or not a Receiver has been appointed.

### **8.3 Right of appropriation**

After the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 8 (*Enforcement*), to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "Regulations") apply to any Charged Account, the Trustee shall have the right to appropriate all or any part of the credit balance on that account in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that (i) the value of any cash shall be the amount of the credit balance on any relevant cash account, together with any accrued but unposted interest that is paid in relation to such cash account, and (ii) in relation to any securities, shall be the market value of such securities determined by the Trustee or any agent or delegate appointed by the Trustee by reference to a public index or independent valuation, or by such other process as the Trustee may select, including independent valuation, in each case at the



time the right of appropriation is exercised. The parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

#### **8.4 Statutory Powers**

The powers conferred by this Deed on the Trustee are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Deed) and such powers shall remain exercisable from time to time by the Trustee in respect of any Charged Account. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Deed, the terms of this Deed shall prevail.

#### **8.5 Other Security**

The Trustee shall not be obliged to enforce any other security interest created in its favour in respect of the Secured Obligations or any of them or to take any other action prior to or in conjunction with the enforcement of all or any part of the security interest constituted by this Deed.

#### **8.6 No liability as mortgagee in possession**

None of the Trustee, any Receiver or any of their respective delegates shall, by reason of entering into possession of all or any part of the Charged Property, be liable to account as mortgagee in possession or be liable for any loss on realisation.

### **9. RECEIVER**

#### **9.1 Appointment of Receiver**

At any time after an Enforcement Event or if the Chargor so requests, the Trustee may without further notice, appoint any one or more qualified persons to be a Receiver of all or any part of the Charged Property (save to the extent prohibited by Section 72A of the Insolvency Act 1986). As used in this clause, "qualified person" means a person who is qualified to act as a receiver of the property of any Chargor with respect to which he or she is appointed. Section 109(1) of the Act shall not apply to this Deed.

#### **9.2 Removal of Receiver**

The Trustee may remove any Receiver previously appointed hereunder.

#### **9.3 Further appointment**

The Trustee may appoint another person or persons as Receiver or Receivers in the place of a Receiver who has been removed hereunder or who has ceased to act or to act jointly with any other Receiver.

#### **9.4 Powers additional**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Trustee under the Law of Property Act 1925 (as extended

by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Trustee in respect of the whole or any part of a Charged Account.

#### **9.5 Joint Receivers**

If at any time any two or more persons shall hold office as Receivers of the same part of the Charged Property, each one of such Receivers shall be entitled (unless the contrary shall be stated in the instrument appointing him) to exercise all the powers and discretion hereby conferred on Receivers individually as well as jointly and to the exclusion of the other or others of them.

#### **9.6 Status of Receiver**

Each Receiver shall be deemed at all times and for all purposes to be the agent of the Chargor, and the Chargor shall be solely responsible for the acts and defaults of, and solely liable on any contracts or engagements made entered into or adopted by and any losses, liabilities, costs, charges and expenses incurred by such Receiver. No Receiver shall at any time act as agent for the Trustee.

#### **9.7 Receiver's remuneration**

The Trustee may from time to time determine the remuneration of each Receiver appointed by it. The Chargor alone shall be liable for the payment of such remuneration and of all costs, charges and expenses of such Receiver.

### **10. POWERS OF RECEIVER**

#### **10.1 General powers**

Every Receiver appointed in accordance with Clause 9 shall have and be entitled to exercise all of the following powers set out in Clause 10.2 in addition to those conferred by the Act or any applicable law, including pursuant to Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver).

#### **10.2 Additional powers**

Without prejudice to the generality of the foregoing, every Receiver shall have the following powers:

**10.2.1 Take possession:** power to take immediate possession of Charged Property.

**10.2.2 Proceedings and claims:** power to bring, prosecute, enforce, defend and abandon applications, claims, disputes, actions, suits and proceedings in connection with any part of the Charged Property in the name of the Chargor or in his own name and to submit to arbitration, negotiate, compromise and settle any such applications, claims, disputes, actions, suits or proceedings.

**10.2.3 Dealing with the Charged Property:** without regard to the provisions of Sections 99, 100 and 103 of the Act, power, in relation to the Charged Accounts and each and every part thereof, to sell, transfer, convey, novate (in each case with or without consideration) or concur in any of the foregoing by the Chargor

or any other receiver or manager of the Chargor (including to or in relation to the Trustee) in such manner and generally on such terms as he thinks fit.

**10.2.4 Redemption of security:** power to redeem, discharge or compromise any security.

**10.2.5 Other powers:**

- (a) power to do all such other things as may seem to him to be incidental or conducive to any of the functions, powers, authorities and discretions conferred on or vested in him or to be conducive to the realisation of all or any part of the security interest contained herein; and
- (b) power to exercise any of the above powers on behalf of the Chargor or on his own behalf.

## **11. APPLICATION OF MONEYS**

- 11.1** Notwithstanding the security created by Clause 3 of this Deed, amounts may and shall be withdrawn from the Charged Accounts only in the manner and in the order of priority provided for in the Trust Deed, and the security constituted by this Deed shall, in relation to such amounts released, be released. Except with the prior written consent of the Trustee, no other amounts may be withdrawn from the Charged Accounts. Any withdrawal(s) permitted by the Trustee shall not be deemed to be a release of such security over any other money or rights then or any time thereafter standing to the credit of or relating to the Charged Accounts or the Assigned Agreements.
- 11.2** The parties hereto acknowledge, without limitation, that following the enforcement of the security hereby created, all moneys or property collected by the Trustee shall be paid in accordance with the applicable Post Enforcement Priority of Payments.

## **12. POWER OF ATTORNEY**

### **12.1 Grant of power of attorney**

The Chargor hereby by way of security for the performance of the Chargor's covenants and obligations under this Deed and the payment or discharge of the Secured Obligations irrevocably appoints the Trustee (whether or not a Receiver has been appointed) and any Receiver separately to be the true and lawful attorney (with full power of substitution) of the Chargor and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts, things or otherwise which (i) prior to the occurrence of an Event of Default, which in the opinion of the Trustee or any such Receiver, the Chargor is required to do, but has not done on a timely basis, under this Deed and (ii) following the occurrence of an Event of Default which is continuing, may be required or which the Trustee or any such Receiver shall consider necessary or desirable:

- 12.1.1** for carrying out any covenant or obligation imposed on the Chargor by or pursuant to this Deed (including the obligations of the Chargor under Clause 5);
- 12.1.2** for the performance, protection, perfection, maintenance or preservation or attempted performance, protection or preservation of the security constituted by

this Deed and generally for enabling the attorney to exercise the powers, authorities and discretions conferred on it by or pursuant to this Deed or by law; and

- 12.1.3 for fully and effectually vesting or transferring the Charged Property and/or the Chargor's estate and/or its rights, title and interest therein or thereto, in or to the Trustee and its successors in title for the benefit of the Beneficiaries or any purchaser or any other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Chargor could have done.

## **12.2 Delegation**

The Trustee and any Receiver shall have full power to delegate the power conferred on it by Clause 12.1 but no such delegation shall preclude the subsequent exercise of such power by the Trustee or Receiver, or preclude the Trustee or Receiver from making a subsequent delegation thereof to some other person and, for the avoidance of doubt, any such delegation may be revoked by the Trustee or Receiver, respectively, at any time.

## **12.3 Ratification**

The Chargor shall ratify and confirm all things done by the Trustee or any Receiver and any delegate appointed thereby in the exercise or purported exercise of its powers.

## **13. EFFECTIVENESS OF SECURITY**

### **13.1 Continuing security**

This Deed and the security interests constituted by this Deed shall be continuing security for the Secured Obligations in accordance with the terms of the Trust Deed and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall remain in full force and effect during the Security Period notwithstanding the liquidation, bankruptcy or other incapacity of the Chargor, or any change in the constitution, amalgamation or reconstruction of the Chargor or the extinction of any or all indebtedness for any reason whatsoever.

### **13.2 Cumulative Rights**

This Deed and the security interests created by or pursuant to this Deed and the rights, powers and remedies exercisable hereunder and at law and in equity shall be cumulative, in addition to and independent of every other security, guarantee, indemnity or suretyship which the Trustee may at any time, now or in the future hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Trustee (whether in its capacity as trustee or otherwise) over the whole or any part of the Charged Accounts shall merge into the security constituted by this Deed.

### **13.3 Security independent**

The security interests constituted by this Deed shall be in addition to and independent of and shall not operate so as to prejudice or affect or merge in any other security which the Trustee (whether in its capacity as such or otherwise) may hold at any time for the Secured Obligations or any other obligations whatsoever and shall not be affected by any release, reassignment or discharge of such other security or the unenforceability or invalidity of such other security.

### **13.4 Protection of Security**

Neither the security interest constituted by this Deed nor any remedy of the Trustee in respect thereof shall be reduced, discharged or otherwise adversely affected by:

- 13.4.1 any of the Secured Obligations or any security in respect thereof being or becoming illegal, invalid, unenforceable, discharged by operation of law, frustrated or ineffective in any respect;
- 13.4.2 any time, waiver, release, compromise or other indulgence granted to the Chargor, or any other person in respect of any of the Secured Obligations or in relation to any security in respect thereof;
- 13.4.3 any amendment, variation, novation, restatement, supplement, termination, extension, renewal or any other dealing (in each case however fundamental and of whatsoever nature, and whether or not more onerous) in relation to any of the Secured Obligations or any security in respect thereof;
- 13.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or states of the Chargor, or any other person; or
- 13.4.5 any act, omission or circumstance which, but for this Clause 13.4, might operate to discharge, release, reduce, extinguish, impair or otherwise affect any of the obligations of the Chargor under this Deed or any of the rights and remedies of the Trustee conferred by this Deed or by law in respect of any of the Secured Obligations.

### **13.5 Reinstatement**

- 13.5.1 if any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored (or is capable of being avoided or restored) on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge or arrangement had not occurred.
- 13.5.2 The Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **13.6 Immediate recourse**

The Chargor waives (irrespective of any law or any provision of this Deed to the contrary) any right it may have of first requiring the Trustee to proceed against or

enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed.

### **13.7 Appropriations**

The Trustee may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

13.7.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Trustee in respect of those amounts; or

13.7.2 apply and enforce the same in accordance with the Trust Deed; and

13.7.3 hold in a non-interest-bearing trust account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed.

### **13.8 No Liability**

None of the Trustee, its nominee(s) or any Receiver shall be liable to the Chargor by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Accounts or (c) taking possession of or realising all or any part of the Charged Accounts, except in the case of gross negligence or wilful default upon its part. In acting as Trustee under this Deed, the Trustee is entitled to the benefit of all protections and limitations of liability contained in the Trust Deed including (without limitation) the provisions of Clause 20 of the Trust Deed.

## **14. PAYMENTS AND EXPENSES**

### **14.1 Set off and counterclaim**

All payments by the Chargor under this Deed shall be made without set off or counterclaim.

### **14.2 Expenses**

The Chargor shall pay to the Trustee its costs, fees and expenses (including legal fees and expenses) in connection with this Deed in accordance with Clause 21 of the Trust Deed.

### **14.3 Indemnity**

The Chargor shall indemnify the Trustee in accordance with Clause 21.6 of the Trust Deed against all loss claims, liability and expense (including reasonable legal fees and expenses) properly incurred by it in connection with the performance of its duties under this Deed.

## **15. RELEASE AND DISCHARGE OF SECURITY**

### **15.1 Release of Security at the end of the Security Period**

Subject to the Trust Deed, the Trustee shall, at the cost of the Chargor, release, discharge or reassign (as appropriate) the mortgages, fixed and floating charges,

assignments by way of security and any other security interests contained herein, and affecting the Charged Property, as soon as reasonably practicable following the end of the Security Period. Subject to Clause 15.2 below, the security constituted by this Deed shall not be discharged, released or reassigned (as appropriate) by any act, event or matter whatsoever, except by the execution by the Trustee of a deed of release and reassignment (substantially in the form set out in Schedule 1).

**15.2 Automatic Release of Security**

Notwithstanding Clause 15.1 above, prior to the delivery by the Trustee of an Enforcement Notice, Charged Property shall be released automatically from the Security, without the need for any notice or other formalities in the circumstances specified in clause 15 of the Trust Deed.

**15.3 Consolidation**

The Trustee shall be entitled (so far as it is lawfully able) to consolidate all or any of the security interests constituted by this Deed with any other security interests, present or future, created by the Chargor or in respect of the Secured Obligations. The restriction on the right of consolidating mortgage securities in Section 93(1) of the Act shall not apply to this Deed.

**16. EXERCISE OF POWERS**

16.1 Where, under or in respect of this Deed, the Trustee is given a discretion, power or authority or is under any obligation, the Trustee shall exercise such discretion, power or authority and perform such obligation having regard to the rights of the Beneficiaries and the terms of the Trust Deed.

16.2 For the avoidance of doubt, nothing in this Deed shall require the Trustee to do or refrain from doing anything that would be prejudicial to the interests of any Beneficiary, nor shall the Trustee be required to take any action hereunder unless it is assured of adequate indemnification or security, which will be determined by the Trustee at its sole discretion.

**17. THIRD PARTY RIGHTS**

17.1 All powers conferred by this Deed on a Receiver appointed under this Deed and all protections made available to a Receiver under this Deed shall be directly exercisable or enforceable by such Receiver, pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.2 Subject to the terms of the Trust Deed, the parties to this Deed may by agreement terminate or vary any term of this Deed (including this Clause 17) without the necessity of obtaining any consent from any other person.

17.3 Save as otherwise expressly provided in Clause 17.1, no person other than a party to this Deed shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Deed, but this is without prejudice to any right or remedy of the third party which may exist or be available apart from that Act.

- 17.4 No purchaser from, or other person dealing with, the Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the rights which they have exercised or purported to exercise under or in connection with this Deed, the Act or the Insolvency Act 1986 has arisen or become exercisable, whether the Secured Obligations remain outstanding, whether any event has happened to authorise the Trustee or any Receiver to act, or whether the Receiver is authorised to act, whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with, or otherwise as to the propriety, regularity or validity of the exercise or purported exercise of any such right or as to the application of any moneys borrowed or raised or other realisation proceeds; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters and the protections contained in sections 104 to 107 of the Act, Section 42(3) Insolvency Act 1986, or any other legislation from time to time in force shall apply to any person purchasing from or dealing with a Receiver or the Trustee.
- 17.5 The receipt of the Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Trustee or the Receiver.
- 17.6 For the avoidance of doubt in Clauses 17.3 to 17.5 above, "purchaser" includes any person acquiring a mortgage, charge, pledge, lien or any other security interest over, or any other interest or right whatsoever in respect of, any Charged Property.

## **18. MISCELLANEOUS**

### **18.1 Amendments and waivers**

Subject to the provisions of the Trust Deed, any term of this Deed may be amended or waived only with the written agreement of the parties to this Deed.

### **18.2 No implied waivers; remedies cumulative**

The rights of the Trustee under this Deed:

- 18.2.1 may be exercised as often as necessary;
- 18.2.2 are cumulative and not exclusive of its rights under the general law; and
- 18.2.3 may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

### **18.3 Delegation and Discretion**

- 18.3.1 The Trustee and any Receiver appointed hereunder may delegate, by power of attorney or otherwise, to any person or persons (jointly or severally) any right, power or discretion conferred on it under this Deed or by law in relation to the security interest. Any such delegation may include a power to sub delegate. Neither the Trustee nor any Receiver shall be liable to the Chargor for any liabilities, losses or expenses of any kind or nature whatsoever arising out of any act, omission, neglect or default of any such delegate or sub delegate.



18.3.2 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Trustee or any Receiver may, subject to the terms and conditions of the Trust Deed, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

#### **18.4 Severance**

If any provision of this Deed is or becomes illegal, invalid or unenforceable or any of the security intended to be created by or pursuant to this Deed is ineffective in any jurisdiction, that shall not affect:

18.4.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Deed or the effectiveness of the remaining security interests; or

18.4.2 the legality, validity or enforceability of that or any other provision of this Deed or the effectiveness of such security in any other jurisdiction.

#### **18.5 Counterparts**

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

#### **18.6 Limited Recourse**

Notwithstanding anything to the contrary in this Deed, all obligations of the Chargor, however they may arise, hereunder and in relation to this Deed ("**Obligations**") shall be limited recourse obligations of the Chargor payable solely from the Charged Property subject to the provisions of this Deed and the Trust Deed and shall be extinguished if, at any time, the Charged Property is depleted and accordingly there shall be no recourse to any other assets of the Chargor or to any of the directors, officers, members, subscribers, agents or employees thereof or any of their successors and assigns in respect of any shortfall in the Charged Property. Each Party (except the Chargor) agree that no claim or further action may be brought against the Chargor or its directors or its shareholders in respect of any such Obligations. This Clause 18.6 shall survive the termination of this Deed.

#### **18.7 No Petition**

Each Party hereto (except the Chargor), by entering into this Deed, hereby covenants and agrees that it will not at any time institute against the Chargor, or join in any institution against the Chargor, any bankruptcy, reorganisation, arrangement, examinership, insolvency, liquidation, or similar proceeding with respect to the Chargor under any applicable law in connection with any Obligations hereunder. This Clause 18.7 shall survive the termination of this Deed.

#### **18.8 USA Patriot Act**

In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("**Applicable Law**"), the Trustee is required to obtain, verify, record and update certain information relating to

individuals and entities which maintain a business relationship with the Trustee. Accordingly, each of the parties agrees to provide the Trustee, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Trustee to comply with Applicable Law.

#### **18.9 Force Majeure**

None of the Parties hereto shall incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such Party including any act or provision of any present or future law or regulation or governmental authority, any act of God, earthquake or natural disaster, war, civil unrest, local or national disturbance or disaster, any act of terrorism or the unavailability of the Federal Reserve bank wire or facsimile or other wire or communication facility.

#### **19. NOTICES**

##### **19.1 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is the Specified Office of such party as set out in the Trust Deed or any substitute address or fax number or department or officer as a Party may notify to the other by not less than five Business Days' notice.

##### **19.2 Delivery**

Any notice or other communication herein required or permitted to be given to the any Party hereto, shall be sent to such person's address as set forth above. Each notice hereunder shall be in writing and may be personally served or sent by facsimile, electronic mail or mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of facsimile, or five Business Days after depositing it in the mail with postage prepaid and properly addressed; provided that, no notice to the Trustee shall be effective until received by the Trustee.

##### **19.3 English language**

19.3.1 Any notice given under or in connection with this Deed must be in English.

19.3.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **20. ASSIGNMENTS AND TRANSFERS**

### **20.1 Benefit of Charge**

This Deed shall be binding upon and ensure to the benefit of each Party and its successors and assigns or any successor or assignee succeeding to all or substantially all of the corporate trust business of the Trustee, provided however that the Chargor may not assign any of its rights or obligations under this Deed.

### **20.2 Assignments and transfers by Chargor**

The Chargor shall not assign, transfer, charge or dispose of a beneficial interest in any part of its rights or transfer its obligations under this Deed without the prior written consent of the Trustee.

Any purported assignment (by way of security or otherwise), transfer, charge, declaration of trust or disposal that is not in compliance with this Clause 20.2 shall be void.

## **21. LAW AND JURISDICTION**

### **21.1 Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with laws of England and Wales.

### **21.2 Jurisdiction**

The Chargor irrevocably agrees for the exclusive benefit of the other parties that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this Deed or the security and/or trusts created hereunder ("Proceedings") and for such purposes the parties irrevocably submit to the jurisdiction of the English courts. The parties irrevocably agree that any judgment or order of an English court in connection with Proceedings is conclusive and binding on them and may be enforced against them in the courts of any other jurisdiction. This Clause shall not (and shall not be construed so as to) limit the right of any party (other than the Chargor) subject to the provisions of this Deed, to bring Proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

### **21.3 Forum**

Each Party:

21.3.1 waives any objections which it may now or hereafter have to the English courts being nominated as a venue or forum to hear or determine any Proceedings on the grounds of venue or forum non conveniens or any similar grounds as regards proceedings in connection with any Trust Deed; and

21.3.2 consents to service of process by mail or in any other manner permitted by the English law.

**SCHEDULE 1**  
**FORM OF DEED OF RELEASE AND REASSIGNMENT**

**THIS DEED OF RELEASE AND REASSIGNMENT** made this [ ] day of [ ] among:

- (1) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (the "**Trustee**", which expression includes any other person for the time being Trustee under this Deed);
- (2) **ATLAS CAPITAL UK 2018 PLC**, an insurance special purpose vehicle incorporated under the Companies Act 2006 and licensed as a special purpose insurer under the laws of England and Wales with registered number 11340349 whose registered address is 35 Great St. Helen's, London, EC3A 6AP (the "**Chargor**"); and
- (3) **SCOR GLOBAL P&C SE**, a *Societas Europaea* organized and registered under the laws of France, acting for itself and on behalf of any Affiliate of SCOR SE (the "**Ceding Insurer**").

**Whereas:**

- (A) Pursuant to a Deed of Charge and Assignment in relation to the USD [300,000,000] Series 2018 ISPV 1 Principal-At-Risk Variable Rate Notes (the "**Notes**"), dated [May 31] 2018 and made between, among others, the Chargor, the Trustee and the Ceding Insurer (the "**Charge**"), the Chargor granted certain security interests over the Charged Property in favour of the Trustee for the benefit of itself and the Beneficiaries, as defined therein.
- (B) In accordance with the terms of the Trust Deed dated as of [May 31] 2018 (as amended, supplemented or otherwise modified from time to time), among, inter alia, the Chargor and the Trustee, the Trustee has agreed to release its security interest under [*describe relevant portion of Charged Property*] (the "**Released Property**"), in the manner hereinafter appearing.
- (C) The Ceding Insurer consents to the release and discharge referred to in Recital (B).
- (D) Terms defined in the Charge shall have the same meaning herein.

**WITNESSES as follows:**

1. **Release and Discharge**

The Trustee, with the consent of the Ceding Insurer, hereby releases and discharges its security interest in and over the Released Property and hereby reassigns, where relevant, to the Chargor all of its rights, title, interest and benefit, present and future, in and to the Released Property.

2. **Further Assurance**

The Trustee and the Ceding Insurer hereby agree to take all such reasonable steps as may be necessary to give effect to the release and discharge effected by Clause 1 hereof.

3. **Miscellaneous**

Any discharge or release between the Trustee and the Chargor under this Deed of Release and Reassignment or the Charge shall be subject to the condition that no assurance, security or payment to the Trustee by the Chargor or any other person shall be adjusted, avoided or reduced pursuant to any applicable law relating to insolvency or otherwise and, if any such assurance, security or payment shall be so adjusted, avoided or reduced, the Trustee shall nevertheless be entitled to exercise all rights under or in connection with the Charge which it would have been entitled to exercise but for such discharge or release.

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with laws of England and Wales. The Chargor irrevocably agrees, for the exclusive benefit of the other parties, that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Deed and, for such purposes, the Chargor irrevocably submits to the jurisdiction of those courts.

IN WITNESS WHEREOF this Deed of Release and Reassignment has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

**CHARGOR**

**ISSUER**

Executed as a Deed by

**ATLAS CAPITAL UK 2018 PLC**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**TRUSTEE**

Executed as a Deed by

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

acting by two of its lawful Attorneys:

**Attorney** \_\_\_\_\_

**Attorney** \_\_\_\_\_

in the presence of:

Witness name:

Signature:

Address: One Canada Square, London E14 5AL

**CEDING INSURER**

Executed as a Deed by

**SCOR GLOBAL P&C SE**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**EXECUTION PAGES TO THE DEED OF CHARGE**

**IN WITNESS WHEREOF** this Deed has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

**ISSUER**

Executed as a Deed by


**ATLAS CAPITAL UK 2018 PLC**

By: 

Name: **MALCOLM NEWMAN**

in the presence of:

Witness name: **Anna Tomlinson**

Signature: 

Address: **Clifford Chance LLP  
10 Upper Bank Street  
Canary Wharf, London E14 5JJ**

**TRUSTEE**

Executed as a Deed by

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

acting by two of its lawful Attorneys:

Attorney \_\_\_\_\_

Attorney \_\_\_\_\_

in the presence of:

Witness name:

Signature:

Address: **One Canada Square, London E14 5AL**



**CEDING INSURER**

Executed as a Deed by

**SCOR GLOBAL P&C SE**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**EXECUTION VERSION**

DATED MAY 31, 2018

ATLAS CAPITAL UK 2018 PLC  
AS ISSUER

BNY CORPORATE TRUSTEE SERVICES LIMITED  
AS TRUSTEE

AND

SCOR GLOBAL P&C SE  
AS CEDING INSURER

---

DEED OF CHARGE AND ASSIGNMENT  
IN RELATION TO THE USD 300,000,000 SERIES  
2018 ISPV 1 PRINCIPAL-AT-RISK VARIABLE RATE  
NOTES

---

## CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION .....	1
2. SECURED OBLIGATIONS .....	6
3. CHARGE AND ASSIGNMENT OVER CHARGED ACCOUNTS .....	6
4. NOTICE OF ASSIGNMENT .....	7
5. PERFECTION OF SECURITY AND FURTHER ASSURANCE .....	8
6. REPRESENTATIONS .....	9
7. UNDERTAKINGS .....	10
8. ENFORCEMENT .....	12
9. RECEIVER .....	13
10. POWERS OF RECEIVER .....	14
11. APPLICATION OF MONEYS .....	15
12. POWER OF ATTORNEY .....	15
13. EFFECTIVENESS OF SECURITY .....	16
14. PAYMENTS AND EXPENSES .....	18
15. RELEASE AND DISCHARGE OF SECURITY .....	18
16. EXERCISE OF POWERS .....	19
17. THIRD PARTY RIGHTS .....	19
18. MISCELLANEOUS .....	20
19. NOTICES .....	22
20. ASSIGNMENTS AND TRANSFERS .....	23
21. LAW AND JURISDICTION .....	23
SCHEDULE 1 FORM OF DEED OF RELEASE AND REASSIGNMENT .....	24

**THIS DEED** is made on May 31, 2018.

**BETWEEN:**

- (1) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, One Canada Square, London E14 5AL, United Kingdom (the "**Trustee**", which expression includes any other person for the time being Trustee under this Deed);
- (2) **ATLAS CAPITAL UK 2018 PLC**, an insurance special purpose vehicle incorporated under the Companies Act 2006 and licensed as a special purpose insurer under the laws of England and Wales with registered number 11340349 whose registered address is 35 Great St. Helen's, London, EC3A 6AP (the "**Chargor**"; and
- (3) **SCOR GLOBAL P&C SE**, a *Societas Europaea* organized and registered under the laws of France, acting for itself and on behalf of any Affiliate of SCOR SE (the "**Ceding Insurer**").

**WHEREAS:**

- (A) Under the terms of the Reinsurance Agreement (as defined below), the Issuer has agreed to pay certain liabilities during the term of such agreement. Where relevant, key terms defined and used in the Reinsurance Agreement are set out and used herein.
- (B) The Issuer is issuing the USD 300,000,000 Series 2018 ISPV 1 Principal-At-Risk Variable Rate Notes (the "**Notes**") to, among other things, meet its obligations under the Reinsurance Agreement.
- (C) As security for its obligations under the Reinsurance Agreement, the Notes and certain other Secured Obligations (as defined below), the Issuer has agreed to provide security over certain accounts (and cash and/or investments standing to the credit thereto) and assign by way of security all of its rights, title, benefit and interest in and to the Assigned Agreements (as defined below) to the Trustee.
- (D) This Deed is supplemental to the Trust Deed (as defined below).

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

"**Agency Agreement**" means the agency agreement dated on or about the date of this Deed and entered into by and between, among others, the Chargor, the Trustee and the Principal Paying Agent in respect of the Notes;

"**Assigned Agreements**" means, collectively, the Management Agreement, the Calculation Agreement, the Escrow Agreement, the Custody Agreement, the Agency Agreement, the Account Bank Agreement and the Reinsurance Agreement;

**"Beneficiaries"** means, collectively, each of those persons listed as entitled to payment in any of the Post Enforcement Priorities of Payments (as defined in the Trust Deed);

**"Cash Collateral Account"** means the cash collateral account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

Account:

FFC (BIC Code):

Attention:

FFC:

Reference:



**"Charged Accounts"** means the Collateral Accounts, the Collateral Payment Account, the Expenses Account and the Excess Accounts;

**"Charged Property"** means all of the assets and rights of the Chargor expressed to be charged or assigned by way of security pursuant to this Deed;

**"Collateral Accounts"** means the Securities Collateral Account and the Cash Collateral Account;

**"Collateral Cash"** means each debt owed by the Custodian or the Account Bank to the Chargor represented by the credit balance from time to time on a Charged Account;

**"Collateral Payment Account"** means the collateral payment account established and maintained by the Chargor in the United Kingdom with the Account Bank in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

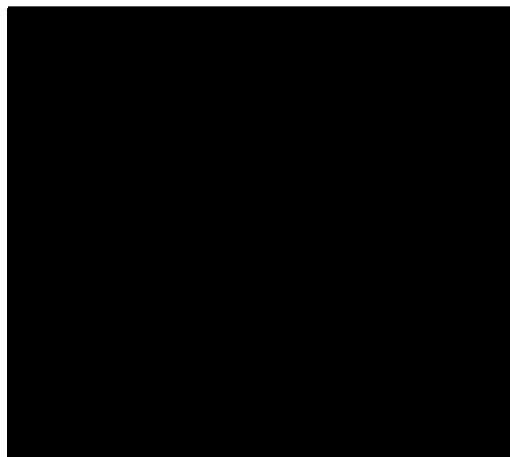
Account:

FFC (BIC Code):

Attention:

FFC:

Reference:



**"Collateral Securities"** means the securities from time to time recorded in and represented by the credit balance of any Charged Account;

**"Custody Agreement"** means the custody agreement dated on or about the date of this Deed and entered into by and between the Chargor, the Trustee and the Custodian;

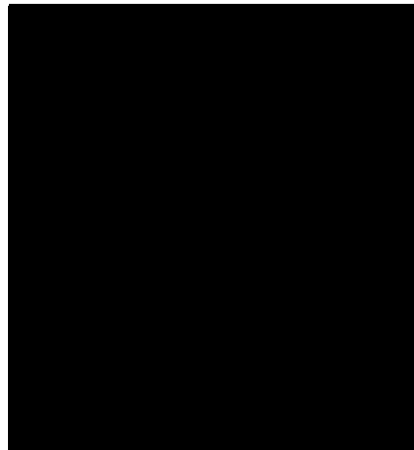
**"Distributions"** means, with respect to Collateral Securities, all principal, interest and other payments and distributions of cash or other property with respect to such Collateral Securities. Distributions will not include any cash obtained by or on behalf of the Trustee upon any disposition or liquidation of the Secured Assets;

**"Enforcement Event"** has the meaning given in Clause 8 hereof;

**"Excess Accounts"** means the Excess Securities Account and the Excess Cash Account;

**"Excess Cash Account"** means the cash account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

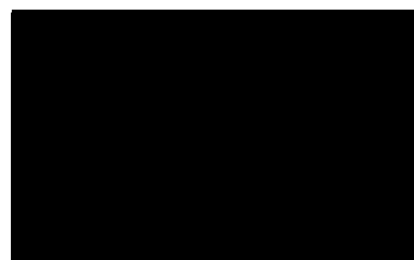
Bank:  
SWIFT:  
Account:  
FFC (BIC Code):  
Attention:  
FFC:  
Reference:



**"Excess Securities Account"** means the securities account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as per the Excess Cash Account (including any replacement or substitute account therefor and any sub account therein);

**"Expenses Account"** means the expenses account established and maintained by the Chargor in the United Kingdom with the Account Bank in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:  
SWIFT:  
Account:  
FFC (BIC Code):



Attention:

FFC:

Reference:

**"Governmental Authority"** means in respect of any person, any federal, state, local or domestic, foreign or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission, or other governmental regulatory or self-regulatory entity to which such person is subject;

**"Notes"** means USD 300,000,000 Series 2018 ISPV 1 Principal-at-Risk Variable Rate Notes;

**"Party"** means a party to this Deed;

**"Receivables"** means all money receivable by or owing to the Chargor now or in the future under or by virtue of the Charged Property (including the proceeds of any claims, awards, or judgments) charged or assigned by way of security pursuant to this Deed;

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed by the Trustee under Clause 9 and, unless the context otherwise requires, the expression "Receiver" includes any substituted receiver and/or manager;

**"Reinsurance Agreement"** means the series 2018-1 reinsurance agreement dated on or about the date of this Deed and entered into by and between the Ceding Insurer and the Chargor;

**"Related Rights"** means, in relation to the Secured Assets, all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, Security, guarantees, indemnities, covenants for title, proceeds of sale and other monies and proceeds in respect of or derived from the Secured Assets (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order of, or on behalf of the Chargor at any time.

**"Secured Assets"** means all Collateral Cash, Collateral Securities, Distributions and all proceeds of any such Collateral Cash and Collateral Securities or Distributions credited to the relevant Charged Account from time to time;

**"Secured Obligations"** means all present and future obligations and liabilities at any time due, owing or incurred by the Chargor to the Trustee (whether for its own account or as trustee for the Beneficiaries) or any other Beneficiary under or pursuant to the Transactions Documents, whether actual or contingent, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law;

**"Securities Collateral Account"** means the securities collateral account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as per the Cash Collateral Account (including any replacement or substitute account therefor and any sub account therein);

**"Security"** means the security created in favour of the Trustee pursuant to this Deed of Charge;

**"Security Interest"** 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;

**"Security Period"** means the period beginning on the date hereof and ending on the date on which the Secured Obligations have been unconditionally and irrevocably discharged in full; and

**"Trust Deed"** means the trust deed in relation to the Notes dated on or about the date of this Deed and entered into by and between, among others, the Chargor and the Trustee.

## **1.2 Interpretation**

1.2.1 Unless expressly defined in this Deed, capitalised terms defined in the Trust Deed have the same meanings in this Deed.

1.2.2 Except to the extent that the context requires otherwise, any reference in this Deed to "this Deed" or to any other agreement or document is a reference to this Deed or that other agreement or document as amended or supplemented from time to time and includes a reference to any agreement or document which amends, waives, is supplemental to or is entered into, made or given pursuant to or in accordance with any of the terms of this Deed or any such other agreement or document.

1.2.3 References to clauses are to be construed as references to clauses of this Deed.

1.2.4 Words importing the plural shall include the singular and vice versa.

1.2.5 References to a person shall be construed as including reference to an individual, firm, company, corporation, unincorporated body of persons or any state or agency thereof and a reference to a person shall also include references to his permitted successors, transferees (including by novation) and assigns and any person deriving title under or through him, whether in security or otherwise; and any person into which such person may be merged or consolidated, or any company resulting from any merger, conversion or consolidation or any person succeeding to substantially all of the business of that person.

1.2.6 References to statutory provisions shall be construed as references to these provisions as replaced, amended or re-enacted from time to time.

1.2.7 Whenever the words "include", "includes" or "including" are used in this Deed, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Deed as a whole and not to any particular provision of this Deed.

1.2.8 This Deed shall be binding on and inure to the benefit of the parties hereto and their respective successors, assignees and transferees in accordance with the



terms and conditions of the Trust Deed, provided however, that the Chargor may not assign any of its rights or obligations under this Deed.

## **2. SECURED OBLIGATIONS**

### **2.1 Covenant to pay**

The Chargor covenants with the Trustee (for itself and as trustee for the Beneficiaries) that the Chargor shall pay and discharge in full the Secured Obligations when due and in the required manner.

## **3. CHARGE AND ASSIGNMENT OVER CHARGED PROPERTY**

### **3.1 The Chargor as continuing security for the payment, discharge and performance of the Secured Obligations hereby charges with full title guarantee and by way of a first fixed charge in favour of the Trustee (for itself and as trustee for the Beneficiaries) all of its rights, title and interest from time to time in and to:**

3.1.1 the Secured Assets;

3.1.2 all Related Rights in relation to the Secured Assets; and

3.1.3 the Charged Accounts.

### **3.2 The Chargor, with full title guarantee (which expression shall be construed so as to exclude (i) the exception contained in Section 3(1), (ii) Section 3(2) and (iii) Section 6(2) of in each case, the Law of Property (Miscellaneous Provisions) Act 1994) and as a continuing security for the payment or discharge of the Secured Obligations, hereby assigns absolutely to the Trustee (for itself and as trustee for the Beneficiaries) all its present and future rights, title, interest and benefit in and to each Assigned Agreement, including all moneys which at any time may be or become payable to the Chargor pursuant thereto and the proceeds of any claims, awards and judgments which may at any time be receivable or received by the Chargor pursuant thereto.**

### **3.3 Crystallisation: by notice**

The Trustee may at any time by notice in writing to the Chargor convert (i) any security interest created pursuant to Clause 3.1 which takes effect, or is recharacterised as a floating security interest, with immediate effect into a fixed security interest if:

3.3.1 the Trustee (acting pursuant to the Trust Deed) considers that any of the Charged Property may be in jeopardy or in danger of being seized pursuant to any form of legal process; or

3.3.2 the Trustee (acting pursuant to the Trust Deed) considers that it is necessary in order to protect the priority of the Security.

It is acknowledged and agreed that the Trustee is not obliged to monitor the Charged Property or the priority of the Security, and is only obliged to act under this Clause 3.3 if it is so directed Ceding Insurer, and/or an Extraordinary Resolution of the Noteholders (subject to the prior consent of the Ceding Insurer), and in either case that

the Trustee is provided with satisfactory indemnity and/or security (including pre-funding) against any liabilities it may incur by taking such action.

#### **3.4 Crystallisation: automatic**

Notwithstanding Clause 3.3 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, any security interest created pursuant to Clause 3.1 which takes effect, or is recharacterised as a floating security interest will automatically be converted (without notice) with immediate effect into a fixed security interest if:

- 3.4.1 an Enforcement Event has occurred;
- 3.4.2 the Chargor creates or attempts to create any Security Interest (other than any Security permitted under the terms of the Transaction Documents), over a Charged Account;
- 3.4.3 any person levies or attempts to levy any distress, execution or other process against a Charged Account; or
- 3.4.4 an Insolvency Event occurs in respect of the Chargor.

#### **3.5 Decrystallisation of Floating Charge**

- 3.5.1 Any charge by the Chargor that has crystallised under Clauses 3.3 or 3.4 may, by notice in writing given at any time by the Trustee to the Chargor, be reconverted into a floating charge in relation to the assets or class of assets specified in the notice.
- 3.5.2 Nothing contained herein shall constitute or be deemed to constitute a novation or settlement of any obligations or indebtedness, nor shall it be construed as an assumption or acceptance by the Trustee or any Beneficiary of any other obligation of the Chargor.

#### **4. NOTICE OF ASSIGNMENT**

- 4.1 Until the security hereby created becomes enforceable in accordance with the terms of the Trust Deed, the Chargor is permitted to exercise its rights under the Assigned Agreements for so long as the exercise of such rights does not result in a breach of this Deed or the Trust Deed.
- 4.2 This Deed constitutes irrevocable notice to the Ceding Insurer of the security interest created over the Reinsurance Agreement as described in Clause 3.2. The Ceding Insurer hereby acknowledges such notice and confirms that (i) it consents to such assignment (ii) it does not have and will not seek to exercise any claim or right of set-off under or in relation to the Reinsurance Agreement, and (iii) it has not received any notice that any third party has any right or interest in the Reinsurance Agreement.
- 4.3 The Chargor undertakes that it will, forthwith upon the request of the Trustee, from time to time, give such further notices of the assignment and charge herein (in each case by registered post or courier), and ensure that the Trustee receives such acknowledgements thereof and consents thereto as the Trustee may consider necessary

for the perfection and/or enforcement or the attempted perfection and/or enforcement of the encumbrances created hereunder, all such notices, acknowledgements and consents to be in form and substance satisfactory to the Trustee.

## **5. PERFECTION OF SECURITY AND FURTHER ASSURANCE**

### **5.1 Further assurance**

The Chargor shall, at the request of the Trustee and at the expense of the Chargor, forthwith do all acts and things and execute in favour of the Trustee or as the Trustee shall direct all charges, mortgages, assignments, transfers, securities and other deeds and documents as are necessary, in such form as the Trustee may require, in order to:

- 5.1.1 perfect or improve the security intended to be conferred on the Trustee by or pursuant to this Deed (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the credit balance on any Charged Account); or
- 5.1.2 to facilitate the realisation of all or any of the Charged Property and the exercise of all rights and powers conferred on the Charged Property, any Receiver or any delegate of either of the same for the purpose thereof or in connection therewith pursuant to this Deed or by law.

### **5.2 Law of Property (Miscellaneous Provisions) Act 1994**

The obligations of the Chargor under this Clause 5 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 (as extended or otherwise varied by this Deed).

### **5.3 Necessary Action**

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security interest constituted or intended to be constituted by this Deed.

### **5.4 Financial Collateral Arrangements**

To the extent that the Charged Accounts constitute "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) the Trustee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and such collateral shall be valued by the Trustee in a commercially reasonable manner.

- 5.5 If for any reason any sums payable in respect of Clauses 3 are received by the Chargor, the Chargor shall hold the benefits of the same on trust for the Trustee (for the benefit of the relevant Beneficiaries in accordance with the terms of the Trust Deed and priority of payments thereunder) or shall otherwise apply all such sums in accordance with the

terms of the Trust Deed and shall take such action and execute such instruments as may reasonably be required in accordance with the Trust Deed.

## **6. REPRESENTATIONS**

### **6.1 Representations and Warranties**

The Chargor hereby represents and warrants to the Trustee, for itself and for the benefit of the Beneficiaries, that:

- 6.1.1 it has valid legal and beneficial title to, and is the sole legal and beneficial holder of, the Charged Accounts;
- 6.1.2 the Charged Accounts are not subject to any security interest or any legal, contractual or judicial restriction which may affect the rights of the Trustee under this Deed;
- 6.1.3 the Assigned Agreements are now valid and subsisting and enforceable against the Chargor in accordance with their terms, except as such enforceability may be limited by:
  - (a) bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights; and
  - (b) the non-availability of the equitable remedies of specific performance or injunctive relief;
- 6.1.4 the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations, except as such enforceability may be limited by:
  - (a) bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights; and
  - (b) the non-availability of the equitable remedies of specific performance or injunctive relief;
- 6.1.5 the entry into and performance by it of and the transactions contemplated by, this Deed and the Assigned Agreements do not and will not conflict with:
  - (a) any law or regulation applicable to it;
  - (b) the constitutional documents of it; or
  - (c) any agreement, deed or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement, deed or instrument;
- 6.1.6 the Assigned Agreements are capable of being assigned to the Trustee;
- 6.1.7 it has the corporate capacity and 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 including the grant of the power of attorney pursuant to Clause 12;

6.1.8 no limit on its powers will be exceeded as a result of the giving of security contemplated by this Deed;

6.1.9 all authorisations required or desirable:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;

(b) to make this Deed admissible in evidence in its jurisdiction of incorporation; and

(c) have been obtained or effected and are in full force and effect;

6.1.10 it has its "centre of main interests" (as that term is used in Article 3(1) of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings Recast (the "Recast Regulation") in England;

6.1.11 it has no "establishment" (as that term is used in Article 2(h) of the Recast Regulation) in any jurisdictions other than England;

6.1.12 no Insolvency Event has occurred or is continuing in relation to it, nor will an Insolvency Event occur in respect of it as a consequence of it entering into or performing or complying with the obligations expressed to be assumed by it under this Deed;

6.1.13 no mortgage, charge, pledge or other security interest (other than the security interest created by this Deed) or claims exists in respect of any of the Charged Property and it is the sole beneficial owner of the Charged Property; and

6.1.14 execution, delivery and performance by the Chargor of this Deed and the Assigned Agreements will not result in any breach of any corporate documents, mortgage, trust deed, contract or agreement binding on the Chargor.

## **7. UNDERTAKINGS**

The undertakings in this Clause 7 are made by the Chargor to the Trustee, for the benefit of the Beneficiaries, and shall remain in force during the Security Period.

### **7.1 General undertakings**

7.1.1 It will not take any action whereby the rights attaching to the Charged Property are altered or affected.

7.1.2 It will not allow any mortgage, fixed or floating charge, pledge or other security interest of any kind, or any trust or permit any lien to arise (other than a security interest created by the Trust Documents, the Custody Agreement or the Account Bank Agreement, arising as a matter of law or imposed on the Charged Property by a clearing system or securities depository) to be created or to subsist on, or in respect of, the Charged Property.

- 7.1.3 It will not close or transfer the Charged Accounts or open a new account, other than in accordance with the terms of this Deed and the Trust Deed.
- 7.1.4 It will not sell, assign, charge, factor, discount, subordinate, release, exchange, replace, substitute, transfer, waive its rights in respect of or otherwise dispose of, the Charged Property otherwise than as expressly permitted under this Deed or under the Trust Deed.
- 7.1.5 It shall always use the Charged Property in accordance with the terms of this Deed and the Trust Deed.
- 7.1.6 The Chargor will duly observe and perform in all material respects all its obligations under the Assigned Agreements and enforce the punctual and full observance and performance by each other party of its obligations to the Chargor under the Assigned Agreements.
- 7.1.7 It shall not cause or permit any of the Assigned Agreements to be amended, extended, supplemented, terminated or assigned in any manner except as expressly permitted under this Deed or under the Trust Deed, or cause or permit any rights of the Chargor thereunder to be postponed, released or subordinated.
- 7.1.8 The Chargor will, promptly upon becoming aware of such fact, notify the Trustee in writing of any material default by any party of any of its obligations under the Assigned Agreements and promptly furnish to the Trustee a copy of any notice given thereunder.
- 7.1.9 The Chargor shall collect and realise all Receivables and pay into the relevant Charged Accounts or such other account with such bank as the Trustee may direct in writing (pursuant to the Trust Deed) all money which the Chargor may receive in respect of the Receivables forthwith on receipt, and the Chargor shall, pending such payment, hold all money so received upon trust for the Trustee on behalf of the Beneficiaries and shall not, without the prior written consent of the Trustee, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivables in favour of any other person or purport to do so.
- 7.1.10 The Chargor shall not take any action which would:
- (a) cause its "centre of main interests" (as that term is used in Article 3(1) of the Recast Regulation) to become situated outside of England; or
  - (b) cause it to have an "establishment" (as that term is used in Article 2(h) of the Recast Regulation) situated outside of England.

## **7.2 Evidence of compliance**

The Chargor shall, at the request of the Trustee, forthwith deliver to the Trustee such evidence as the Trustee shall require that the provisions of Clause 7.1 have been complied with.

## **8. ENFORCEMENT**

### **8.1 Power of sale**

The Secured Obligations shall, for the purposes of Section 101 of the Act, be deemed to become due and payable, and the power of sale and other powers conferred on mortgagees by the Act as varied or extended by this Deed shall arise, immediately upon execution of this Deed and may be exercised on or at any time after the security hereby created becomes enforceable in accordance with the terms of the Trust Deed (an "Enforcement Event"). Sections 93 and 103 of the Act shall not apply to this Deed or to the exercise by the Trustee of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Trustee without notice to the Chargor on or at any time after the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 8 (*Enforcement*).

### **8.2 Enforcement**

At any time after the occurrence of an Enforcement Event the Trustee is hereby irrevocably empowered:

- 8.2.1 to apply in accordance with the Trust Deed all or any money standing to the credit of the Charged Accounts and/or to sell or convert into money or redeem all or any other Charged Asset in accordance with the terms of the Trust Deed;
- 8.2.2 to collect or receive all Receivables pursuant to this Deed and on payment to give an effectual discharge for them and on non-payment to take and institute (if the Trustee decides at any time while the security constituted by this Deed is enforceable) all steps and proceedings in any jurisdiction either in the name of the Chargor or in the name of the Trustee for the recovery of such Receivables, and to agree accounts and to make allowances and to give time to any obligor or surety; and/or
- 8.2.3 to exercise all or any powers of a Receiver under this Deed, whether or not a Receiver has been appointed.

### **8.3 Right of appropriation**

After the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 8 (*Enforcement*), to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "Regulations") apply to any Charged Account, the Trustee shall have the right to appropriate all or any part of the credit balance on that account in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that (i) the value of any cash shall be the amount of the credit balance on any relevant cash account, together with any accrued but unposted interest that is paid in relation to such cash account, and (ii) in relation to any securities, shall be the market value of such securities determined by the Trustee or any agent or delegate appointed by the Trustee by reference to a public index or independent valuation, or by such other process as the Trustee may select, including independent valuation, in each case at the

time the right of appropriation is exercised. The parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

#### **8.4 Statutory Powers**

The powers conferred by this Deed on the Trustee are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Deed) and such powers shall remain exercisable from time to time by the Trustee in respect of any Charged Account. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Deed, the terms of this Deed shall prevail.

#### **8.5 Other Security**

The Trustee shall not be obliged to enforce any other security interest created in its favour in respect of the Secured Obligations or any of them or to take any other action prior to or in conjunction with the enforcement of all or any part of the security interest constituted by this Deed.

#### **8.6 No liability as mortgagee in possession**

None of the Trustee, any Receiver or any of their respective delegates shall, by reason of entering into possession of all or any part of the Charged Property, be liable to account as mortgagee in possession or be liable for any loss on realisation.

### **9. RECEIVER**

#### **9.1 Appointment of Receiver**

At any time after an Enforcement Event or if the Chargor so requests, the Trustee may without further notice, appoint any one or more qualified persons to be a Receiver of all or any part of the Charged Property (save to the extent prohibited by Section 72A of the Insolvency Act 1986). As used in this clause, "qualified person" means a person who is qualified to act as a receiver of the property of any Chargor with respect to which he or she is appointed. Section 109(1) of the Act shall not apply to this Deed.

#### **9.2 Removal of Receiver**

The Trustee may remove any Receiver previously appointed hereunder.

#### **9.3 Further appointment**

The Trustee may appoint another person or persons as Receiver or Receivers in the place of a Receiver who has been removed hereunder or who has ceased to act or to act jointly with any other Receiver.

#### **9.4 Powers additional**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Trustee under the Law of Property Act 1925 (as extended



by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Trustee in respect of the whole or any part of a Charged Account.

#### **9.5 Joint Receivers**

If at any time any two or more persons shall hold office as Receivers of the same part of the Charged Property, each one of such Receivers shall be entitled (unless the contrary shall be stated in the instrument appointing him) to exercise all the powers and discretion hereby conferred on Receivers individually as well as jointly and to the exclusion of the other or others of them.

#### **9.6 Status of Receiver**

Each Receiver shall be deemed at all times and for all purposes to be the agent of the Chargor, and the Chargor shall be solely responsible for the acts and defaults of, and solely liable on any contracts or engagements made entered into or adopted by and any losses, liabilities, costs, charges and expenses incurred by such Receiver. No Receiver shall at any time act as agent for the Trustee.

#### **9.7 Receiver's remuneration**

The Trustee may from time to time determine the remuneration of each Receiver appointed by it. The Chargor alone shall be liable for the payment of such remuneration and of all costs, charges and expenses of such Receiver.

### **10. POWERS OF RECEIVER**

#### **10.1 General powers**

Every Receiver appointed in accordance with Clause 9 shall have and be entitled to exercise all of the following powers set out in Clause 10.2 in addition to those conferred by the Act or any applicable law, including pursuant to Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver).

#### **10.2 Additional powers**

Without prejudice to the generality of the foregoing, every Receiver shall have the following powers:

**10.2.1 Take possession:** power to take immediate possession of Charged Property.

**10.2.2 Proceedings and claims:** power to bring, prosecute, enforce, defend and abandon applications, claims, disputes, actions, suits and proceedings in connection with any part of the Charged Property in the name of the Chargor or in his own name and to submit to arbitration, negotiate, compromise and settle any such applications, claims, disputes, actions, suits or proceedings.

**10.2.3 Dealing with the Charged Property:** without regard to the provisions of Sections 99, 100 and 103 of the Act, power, in relation to the Charged Accounts and each and every part thereof, to sell, transfer, convey, novate (in each case with or without consideration) or concur in any of the foregoing by the Chargor

or any other receiver or manager of the Chargor (including to or in relation to the Trustee) in such manner and generally on such terms as he thinks fit.

10.2.4 **Redemption of security:** power to redeem, discharge or compromise any security.

10.2.5 **Other powers:**

- (a) power to do all such other things as may seem to him to be incidental or conducive to any of the functions, powers, authorities and discretions conferred on or vested in him or to be conducive to the realisation of all or any part of the security interest contained herein; and
- (b) power to exercise any of the above powers on behalf of the Chargor or on his own behalf.

## **11. APPLICATION OF MONEYS**

11.1 Notwithstanding the security created by Clause 3 of this Deed, amounts may and shall be withdrawn from the Charged Accounts only in the manner and in the order of priority provided for in the Trust Deed, and the security constituted by this Deed shall, in relation to such amounts released, be released. Except with the prior written consent of the Trustee, no other amounts may be withdrawn from the Charged Accounts. Any withdrawal(s) permitted by the Trustee shall not be deemed to be a release of such security over any other money or rights then or any time thereafter standing to the credit of or relating to the Charged Accounts or the Assigned Agreements.

11.2 The parties hereto acknowledge, without limitation, that following the enforcement of the security hereby created, all moneys or property collected by the Trustee shall be paid in accordance with the applicable Post Enforcement Priority of Payments.

## **12. POWER OF ATTORNEY**

### **12.1 Grant of power of attorney**

The Chargor hereby by way of security for the performance of the Chargor's covenants and obligations under this Deed and the payment or discharge of the Secured Obligations irrevocably appoints the Trustee (whether or not a Receiver has been appointed) and any Receiver separately to be the true and lawful attorney (with full power of substitution) of the Chargor and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts, things or otherwise which (i) prior to the occurrence of an Event of Default, which in the opinion of the Trustee or any such Receiver, the Chargor is required to do, but has not done on a timely basis, under this Deed and (ii) following the occurrence of an Event of Default which is continuing, may be required or which the Trustee or any such Receiver shall consider necessary or desirable:

12.1.1 for carrying out any covenant or obligation imposed on the Chargor by or pursuant to this Deed (including the obligations of the Chargor under Clause 5);

12.1.2 for the performance, protection, perfection, maintenance or preservation or attempted performance, protection or preservation of the security constituted by

this Deed and generally for enabling the attorney to exercise the powers, authorities and discretions conferred on it by or pursuant to this Deed or by law; and

- 12.1.3 for fully and effectually vesting or transferring the Charged Property and/or the Chargor's estate and/or its rights, title and interest therein or thereto, in or to the Trustee and its successors in title for the benefit of the Beneficiaries or any purchaser or any other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Chargor could have done.

## **12.2 Delegation**

The Trustee and any Receiver shall have full power to delegate the power conferred on it by Clause 12.1 but no such delegation shall preclude the subsequent exercise of such power by the Trustee or Receiver, or preclude the Trustee or Receiver from making a subsequent delegation thereof to some other person and, for the avoidance of doubt, any such delegation may be revoked by the Trustee or Receiver, respectively, at any time.

## **12.3 Ratification**

The Chargor shall ratify and confirm all things done by the Trustee or any Receiver and any delegate appointed thereby in the exercise or purported exercise of its powers.

## **13. EFFECTIVENESS OF SECURITY**

### **13.1 Continuing security**

This Deed and the security interests constituted by this Deed shall be continuing security for the Secured Obligations in accordance with the terms of the Trust Deed and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall remain in full force and effect during the Security Period notwithstanding the liquidation, bankruptcy or other incapacity of the Chargor, or any change in the constitution, amalgamation or reconstruction of the Chargor or the extinction of any or all indebtedness for any reason whatsoever.

### **13.2 Cumulative Rights**

This Deed and the security interests created by or pursuant to this Deed and the rights, powers and remedies exercisable hereunder and at law and in equity shall be cumulative, in addition to and independent of every other security, guarantee, indemnity or suretyship which the Trustee may at any time, now or in the future hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Trustee (whether in its capacity as trustee or otherwise) over the whole or any part of the Charged Accounts shall merge into the security constituted by this Deed.

### **13.3 Security independent**

The security interests constituted by this Deed shall be in addition to and independent of and shall not operate so as to prejudice or affect or merge in any other security which the Trustee (whether in its capacity as such or otherwise) may hold at any time for the Secured Obligations or any other obligations whatsoever and shall not be affected by any release, reassignment or discharge of such other security or the unenforceability or invalidity of such other security.

### **13.4 Protection of Security**

Neither the security interest constituted by this Deed nor any remedy of the Trustee in respect thereof shall be reduced, discharged or otherwise adversely affected by:

- 13.4.1 any of the Secured Obligations or any security in respect thereof being or becoming illegal, invalid, unenforceable, discharged by operation of law, frustrated or ineffective in any respect;
- 13.4.2 any time, waiver, release, compromise or other indulgence granted to the Chargor, or any other person in respect of any of the Secured Obligations or in relation to any security in respect thereof;
- 13.4.3 any amendment, variation, novation, restatement, supplement, termination, extension, renewal or any other dealing (in each case however fundamental and of whatsoever nature, and whether or not more onerous) in relation to any of the Secured Obligations or any security in respect thereof;
- 13.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or states of the Chargor, or any other person; or
- 13.4.5 any act, omission or circumstance which, but for this Clause 13.4, might operate to discharge, release, reduce, extinguish, impair or otherwise affect any of the obligations of the Chargor under this Deed or any of the rights and remedies of the Trustee conferred by this Deed or by law in respect of any of the Secured Obligations.

### **13.5 Reinstatement**

- 13.5.1 if any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored (or is capable of being avoided or restored) on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge or arrangement had not occurred.
- 13.5.2 The Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **13.6 Immediate recourse**

The Chargor waives (irrespective of any law or any provision of this Deed to the contrary) any right it may have of first requiring the Trustee to proceed against or

enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed.

### **13.7 Appropriations**

The Trustee may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

13.7.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Trustee in respect of those amounts; or

13.7.2 apply and enforce the same in accordance with the Trust Deed; and

13.7.3 hold in a non-interest-bearing trust account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed.

### **13.8 No Liability**

None of the Trustee, its nominee(s) or any Receiver shall be liable to the Chargor by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Accounts or (c) taking possession of or realising all or any part of the Charged Accounts, except in the case of gross negligence or wilful default upon its part. In acting as Trustee under this Deed, the Trustee is entitled to the benefit of all protections and limitations of liability contained in the Trust Deed including (without limitation) the provisions of Clause 20 of the Trust Deed.

## **14. PAYMENTS AND EXPENSES**

### **14.1 Set off and counterclaim**

All payments by the Chargor under this Deed shall be made without set off or counterclaim.

### **14.2 Expenses**

The Chargor shall pay to the Trustee its costs, fees and expenses (including legal fees and expenses) in connection with this Deed in accordance with Clause 21 of the Trust Deed.

### **14.3 Indemnity**

The Chargor shall indemnify the Trustee in accordance with Clause 21.6 of the Trust Deed against all loss claims, liability and expense (including reasonable legal fees and expenses) properly incurred by it in connection with the performance of its duties under this Deed.

## **15. RELEASE AND DISCHARGE OF SECURITY**

### **15.1 Release of Security at the end of the Security Period**

Subject to the Trust Deed, the Trustee shall, at the cost of the Chargor, release, discharge or reassign (as appropriate) the mortgages, fixed and floating charges,

assignments by way of security and any other security interests contained herein, and affecting the Charged Property, as soon as reasonably practicable following the end of the Security Period. Subject to Clause 15.2 below, the security constituted by this Deed shall not be discharged, released or reassigned (as appropriate) by any act, event or matter whatsoever, except by the execution by the Trustee of a deed of release and reassignment (substantially in the form set out in Schedule 1).

#### **15.2 Automatic Release of Security**

Notwithstanding Clause 15.1 above, prior to the delivery by the Trustee of an Enforcement Notice, Charged Property shall be released automatically from the Security, without the need for any notice or other formalities in the circumstances specified in clause 15 of the Trust Deed.

#### **15.3 Consolidation**

The Trustee shall be entitled (so far as it is lawfully able) to consolidate all or any of the security interests constituted by this Deed with any other security interests, present or future, created by the Chargor or in respect of the Secured Obligations. The restriction on the right of consolidating mortgage securities in Section 93(1) of the Act shall not apply to this Deed.

### **16. EXERCISE OF POWERS**

16.1 Where, under or in respect of this Deed, the Trustee is given a discretion, power or authority or is under any obligation, the Trustee shall exercise such discretion, power or authority and perform such obligation having regard to the rights of the Beneficiaries and the terms of the Trust Deed.

16.2 For the avoidance of doubt, nothing in this Deed shall require the Trustee to do or refrain from doing anything that would be prejudicial to the interests of any Beneficiary, nor shall the Trustee be required to take any action hereunder unless it is assured of adequate indemnification or security, which will be determined by the Trustee at its sole discretion.

### **17. THIRD PARTY RIGHTS**

17.1 All powers conferred by this Deed on a Receiver appointed under this Deed and all protections made available to a Receiver under this Deed shall be directly exercisable or enforceable by such Receiver, pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.2 Subject to the terms of the Trust Deed, the parties to this Deed may by agreement terminate or vary any term of this Deed (including this Clause 17) without the necessity of obtaining any consent from any other person.

17.3 Save as otherwise expressly provided in Clause 17.1, no person other than a party to this Deed shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Deed, but this is without prejudice to any right or remedy of the third party which may exist or be available apart from that Act.

- 17.4 No purchaser from, or other person dealing with, the Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the rights which they have exercised or purported to exercise under or in connection with this Deed, the Act or the Insolvency Act 1986 has arisen or become exercisable, whether the Secured Obligations remain outstanding, whether any event has happened to authorise the Trustee or any Receiver to act, or whether the Receiver is authorised to act, whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with, or otherwise as to the propriety, regularity or validity of the exercise or purported exercise of any such right or as to the application of any moneys borrowed or raised or other realisation proceeds; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters and the protections contained in sections 104 to 107 of the Act, Section 42(3) Insolvency Act 1986, or any other legislation from time to time in force shall apply to any person purchasing from or dealing with a Receiver or the Trustee.
- 17.5 The receipt of the Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Trustee or the Receiver.
- 17.6 For the avoidance of doubt in Clauses 17.3 to 17.5 above, "purchaser" includes any person acquiring a mortgage, charge, pledge, lien or any other security interest over, or any other interest or right whatsoever in respect of, any Charged Property.

## **18. MISCELLANEOUS**

### **18.1 Amendments and waivers**

Subject to the provisions of the Trust Deed, any term of this Deed may be amended or waived only with the written agreement of the parties to this Deed.

### **18.2 No implied waivers; remedies cumulative**

The rights of the Trustee under this Deed:

18.2.1 may be exercised as often as necessary;

18.2.2 are cumulative and not exclusive of its rights under the general law; and

18.2.3 may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

### **18.3 Delegation and Discretion**

18.3.1 The Trustee and any Receiver appointed hereunder may delegate, by power of attorney or otherwise, to any person or persons (jointly or severally) any right, power or discretion conferred on it under this Deed or by law in relation to the security interest. Any such delegation may include a power to sub delegate. Neither the Trustee nor any Receiver shall be liable to the Chargor for any liabilities, losses or expenses of any kind or nature whatsoever arising out of any act, omission, neglect or default of any such delegate or sub delegate.

18.3.2 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Trustee or any Receiver may, subject to the terms and conditions of the Trust Deed, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

#### **18.4 Severance**

If any provision of this Deed is or becomes illegal, invalid or unenforceable or any of the security intended to be created by or pursuant to this Deed is ineffective in any jurisdiction, that shall not affect:

18.4.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Deed or the effectiveness of the remaining security interests; or

18.4.2 the legality, validity or enforceability of that or any other provision of this Deed or the effectiveness of such security in any other jurisdiction.

#### **18.5 Counterparts**

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

#### **18.6 Limited Recourse**

Notwithstanding anything to the contrary in this Deed, all obligations of the Chargor, however they may arise, hereunder and in relation to this Deed ("**Obligations**") shall be limited recourse obligations of the Chargor payable solely from the Charged Property subject to the provisions of this Deed and the Trust Deed and shall be extinguished if, at any time, the Charged Property is depleted and accordingly there shall be no recourse to any other assets of the Chargor or to any of the directors, officers, members, subscribers, agents or employees thereof or any of their successors and assigns in respect of any shortfall in the Charged Property. Each Party (except the Chargor) agree that no claim or further action may be brought against the Chargor or its directors or its shareholders in respect of any such Obligations. This Clause 18.6 shall survive the termination of this Deed.

#### **18.7 No Petition**

Each Party hereto (except the Chargor), by entering into this Deed, hereby covenants and agrees that it will not at any time institute against the Chargor, or join in any institution against the Chargor, any bankruptcy, reorganisation, arrangement, examinership, insolvency, liquidation, or similar proceeding with respect to the Chargor under any applicable law in connection with any Obligations hereunder. This Clause 18.7 shall survive the termination of this Deed.

#### **18.8 USA Patriot Act**

In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("**Applicable Law**"), the Trustee is required to obtain, verify, record and update certain information relating to



individuals and entities which maintain a business relationship with the Trustee. Accordingly, each of the parties agrees to provide the Trustee, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Trustee to comply with Applicable Law.

#### **18.9 Force Majeure**

None of the Parties hereto shall incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such Party including any act or provision of any present or future law or regulation or governmental authority, any act of God, earthquake or natural disaster, war, civil unrest, local or national disturbance or disaster, any act of terrorism or the unavailability of the Federal Reserve bank wire or facsimile or other wire or communication facility.

#### **19. NOTICES**

##### **19.1 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is the Specified Office of such party as set out in the Trust Deed or any substitute address or fax number or department or officer as a Party may notify to the other by not less than five Business Days' notice.

##### **19.2 Delivery**

Any notice or other communication herein required or permitted to be given to the any Party hereto, shall be sent to such person's address as set forth above. Each notice hereunder shall be in writing and may be personally served or sent by facsimile, electronic mail or mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of facsimile, or five Business Days after depositing it in the mail with postage prepaid and properly addressed; provided that, no notice to the Trustee shall be effective until received by the Trustee.

##### **19.3 English language**

19.3.1 Any notice given under or in connection with this Deed must be in English.

19.3.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **20. ASSIGNMENTS AND TRANSFERS**

### **20.1 Benefit of Charge**

This Deed shall be binding upon and ensure to the benefit of each Party and its successors and assigns or any successor or assignee succeeding to all or substantially all of the corporate trust business of the Trustee, provided however that the Chargor may not assign any of its rights or obligations under this Deed.

### **20.2 Assignments and transfers by Chargor**

The Chargor shall not assign, transfer, charge or dispose of a beneficial interest in any part of its rights or transfer its obligations under this Deed without the prior written consent of the Trustee.

Any purported assignment (by way of security or otherwise), transfer, charge, declaration of trust or disposal that is not in compliance with this Clause 20.2 shall be void.

## **21. LAW AND JURISDICTION**

### **21.1 Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with laws of England and Wales.

### **21.2 Jurisdiction**

The Chargor irrevocably agrees for the exclusive benefit of the other parties that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this Deed or the security and/or trusts created hereunder ("**Proceedings**") and for such purposes the parties irrevocably submit to the jurisdiction of the English courts. The parties irrevocably agree that any judgment or order of an English court in connection with Proceedings is conclusive and binding on them and may be enforced against them in the courts of any other jurisdiction. This Clause shall not (and shall not be construed so as to) limit the right of any party (other than the Chargor) subject to the provisions of this Deed, to bring Proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

### **21.3 Forum**

Each Party:

21.3.1 waives any objections which it may now or hereafter have to the English courts being nominated as a venue or forum to hear or determine any Proceedings on the grounds of venue or forum non conveniens or any similar grounds as regards proceedings in connection with any Trust Deed; and

21.3.2 consents to service of process by mail or in any other manner permitted by the English law.

**SCHEDULE 1**  
**FORM OF DEED OF RELEASE AND REASSIGNMENT**

**THIS DEED OF RELEASE AND REASSIGNMENT** made this [ ] day of [ ] among:

- (1) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (the "**Trustee**", which expression includes any other person for the time being Trustee under this Deed);
- (2) **ATLAS CAPITAL UK 2018 PLC**, an insurance special purpose vehicle incorporated under the Companies Act 2006 and licensed as a special purpose insurer under the laws of England and Wales with registered number 11340349 whose registered address is 35 Great St. Helen's, London, EC3A 6AP (the "**Chargor**"; and
- (3) **SCOR GLOBAL P&C SE**, a *Societas Europaea* organized and registered under the laws of France, acting for itself and on behalf of any Affiliate of SCOR SE (the "**Ceding Insurer**").

**Whereas:**

- (A) Pursuant to a Deed of Charge and Assignment in relation to the USD [300,000,000] Series 2018 ISPV 1 Principal-At-Risk Variable Rate Notes (the "**Notes**"), dated [May 31] 2018 and made between, among others, the Chargor, the Trustee and the Ceding Insurer (the "**Charge**"), the Chargor granted certain security interests over the Charged Property in favour of the Trustee for the benefit of itself and the Beneficiaries, as defined therein.
- (B) In accordance with the terms of the Trust Deed dated as of [May 31] 2018 (as amended, supplemented or otherwise modified from time to time), among, inter alia, the Chargor and the Trustee, the Trustee has agreed to release its security interest under [*describe relevant portion of Charged Property*] (the "**Released Property**"), in the manner hereinafter appearing.
- (C) The Ceding Insurer consents to the release and discharge referred to in Recital (B).
- (D) Terms defined in the Charge shall have the same meaning herein.

**WITNESSES as follows:**

**1. Release and Discharge**

The Trustee, with the consent of the Ceding Insurer, hereby releases and discharges its security interest in and over the Released Property and hereby reassigns, where relevant, to the Chargor all of its rights, title, interest and benefit, present and future, in and to the Released Property.

**2. Further Assurance**

The Trustee and the Ceding Insurer hereby agree to take all such reasonable steps as may be necessary to give effect to the release and discharge effected by Clause 1 hereof.

3. **Miscellaneous**

Any discharge or release between the Trustee and the Chargor under this Deed of Release and Reassignment or the Charge shall be subject to the condition that no assurance, security or payment to the Trustee by the Chargor or any other person shall be adjusted, avoided or reduced pursuant to any applicable law relating to insolvency or otherwise and, if any such assurance, security or payment shall be so adjusted, avoided or reduced, the Trustee shall nevertheless be entitled to exercise all rights under or in connection with the Charge which it would have been entitled to exercise but for such discharge or release.

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with laws of England and Wales. The Chargor irrevocably agrees, for the exclusive benefit of the other parties, that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Deed and, for such purposes, the Chargor irrevocably submits to the jurisdiction of those courts.

**IN WITNESS WHEREOF** this Deed of Release and Reassignment has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

**CHARGOR**

**ISSUER**

Executed as a Deed by

**ATLAS CAPITAL UK 2018 PLC**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**TRUSTEE**

Executed as a Deed by

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

acting by two of its lawful Attorneys:

**Attorney** \_\_\_\_\_

**Attorney** \_\_\_\_\_

in the presence of:

Witness name:

Signature:

Address: One Canada Square, London E14 5AL

**CEDING INSURER**

Executed as a Deed by

**SCOR GLOBAL P&C SE**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**EXECUTION PAGES TO THE DEED OF CHARGE**

IN WITNESS WHEREOF this Deed has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

**ISSUER**

Executed as a Deed by

**ATLAS CAPITAL UK 2018 PLC**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**TRUSTEE**

Executed as a Deed by

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

acting by two of its lawful Attorneys:

Attorney

[Redacted]

ED BOND  
UP

Attorney

[Redacted]

Maria Golubeva  
Vice President

in the presence of:

Witness name:

Kate Russell  
Vice President

Signature:

[Redacted]

Address: One Canada Square, London E14 5AL

**CEDING INSURER**

Executed as a Deed by

**SCOR GLOBAL P&C SE**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:



EXECUTION VERSION

DATED MAY 31, 2018

ATLAS CAPITAL UK 2018 PLC  
AS ISSUER

BNY CORPORATE TRUSTEE SERVICES LIMITED  
AS TRUSTEE

AND

SCOR GLOBAL P&C SE  
AS CEDING INSURER

---

DEED OF CHARGE AND ASSIGNMENT  
IN RELATION TO THE USD 300,000,000 SERIES  
2018 ISPV 1 PRINCIPAL-AT-RISK VARIABLE RATE  
NOTES

---

## CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION .....	1
2. SECURED OBLIGATIONS .....	6
3. CHARGE AND ASSIGNMENT OVER CHARGED ACCOUNTS .....	6
4. NOTICE OF ASSIGNMENT .....	7
5. PERFECTION OF SECURITY AND FURTHER ASSURANCE .....	8
6. REPRESENTATIONS .....	9
7. UNDERTAKINGS .....	10
8. ENFORCEMENT .....	12
9. RECEIVER .....	13
10. POWERS OF RECEIVER .....	14
11. APPLICATION OF MONEYS .....	15
12. POWER OF ATTORNEY .....	15
13. EFFECTIVENESS OF SECURITY .....	16
14. PAYMENTS AND EXPENSES .....	18
15. RELEASE AND DISCHARGE OF SECURITY .....	18
16. EXERCISE OF POWERS .....	19
17. THIRD PARTY RIGHTS .....	19
18. MISCELLANEOUS .....	20
19. NOTICES .....	22
20. ASSIGNMENTS AND TRANSFERS .....	23
21. LAW AND JURISDICTION .....	23
SCHEDULE 1 FORM OF DEED OF RELEASE AND REASSIGNMENT .....	24

THIS DEED is made on May 31, 2018.

**BETWEEN:**

- (1) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, One Canada Square, London E14 5AL, United Kingdom (the "**Trustee**"), which expression includes any other person for the time being Trustee under this Deed);
- (2) **ATLAS CAPITAL UK 2018 PLC**, an insurance special purpose vehicle incorporated under the Companies Act 2006 and licensed as a special purpose insurer under the laws of England and Wales with registered number 11340349 whose registered address is 35 Great St. Helen's, London, EC3A 6AP (the "**Chargor**"); and
- (3) **SCOR GLOBAL P&C SE**, a *Societas Europaea* organized and registered under the laws of France, acting for itself and on behalf of any Affiliate of SCOR SE (the "**Ceding Insurer**").

**WHEREAS:**

- (A) Under the terms of the Reinsurance Agreement (as defined below), the Issuer has agreed to pay certain liabilities during the term of such agreement. Where relevant, key terms defined and used in the Reinsurance Agreement are set out and used herein.
- (B) The Issuer is issuing the USD 300,000,000 Series 2018 ISPV 1 Principal-At-Risk Variable Rate Notes (the "**Notes**") to, among other things, meet its obligations under the Reinsurance Agreement.
- (C) As security for its obligations under the Reinsurance Agreement, the Notes and certain other Secured Obligations (as defined below), the Issuer has agreed to provide security over certain accounts (and cash and/or investments standing to the credit thereto) and assign by way of security all of its rights, title, benefit and interest in and to the Assigned Agreements (as defined below) to the Trustee.
- (D) This Deed is supplemental to the Trust Deed (as defined below).

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

"**Agency Agreement**" means the agency agreement dated on or about the date of this Deed and entered into by and between, among others, the Chargor, the Trustee and the Principal Paying Agent in respect of the Notes;

"**Assigned Agreements**" means, collectively, the Management Agreement, the Calculation Agreement, the Escrow Agreement, the Custody Agreement, the Agency Agreement, the Account Bank Agreement and the Reinsurance Agreement;

"Beneficiaries" means, collectively, each of those persons listed as entitled to payment in any of the Post Enforcement Priorities of Payments (as defined in the Trust Deed);

"Cash Collateral Account" means the cash collateral account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

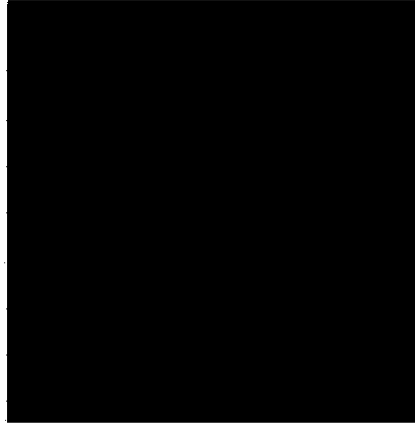
Account:

FFC (BIC Code):

Attention:

FFC:

Reference:



"Charged Accounts" means the Collateral Accounts, the Collateral Payment Account, the Expenses Account and the Excess Accounts;

"Charged Property" means all of the assets and rights of the Chargor expressed to be charged or assigned by way of security pursuant to this Deed;

"Collateral Accounts" means the Securities Collateral Account and the Cash Collateral Account;

"Collateral Cash" means each debt owed by the Custodian or the Account Bank to the Chargor represented by the credit balance from time to time on a Charged Account;

"Collateral Payment Account" means the collateral payment account established and maintained by the Chargor in the United Kingdom with the Account Bank in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

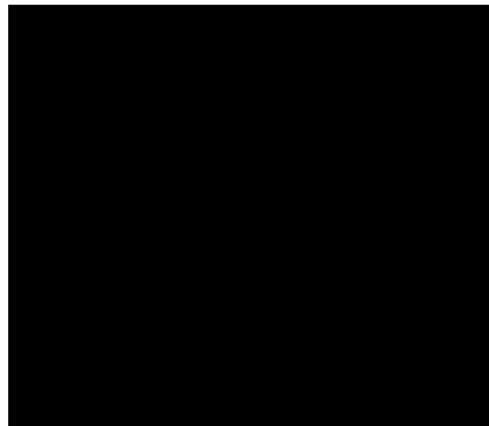
Account:

FFC (BIC Code):

Attention:

FFC:

Reference:



"Collateral Securities" means the securities from time to time recorded in and represented by the credit balance of any Charged Account;

"Custody Agreement" means the custody agreement dated on or about the date of this Deed and entered into by and between the Chargor, the Trustee and the Custodian;

"Distributions" means, with respect to Collateral Securities, all principal, interest and other payments and distributions of cash or other property with respect to such Collateral Securities. Distributions will not include any cash obtained by or on behalf of the Trustee upon any disposition or liquidation of the Secured Assets;

"Enforcement Event" has the meaning given in Clause 8 hereof;

"Excess Accounts" means the Excess Securities Account and the Excess Cash Account;

"Excess Cash Account" means the cash account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

Account:

FFC (BIC Code):

Attention:

FFC:

Reference:

"Excess Securities Account" means the securities account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as per the Excess Cash Account (including any replacement or substitute account therefor and any sub account therein);

"Expenses Account" means the expenses account established and maintained by the Chargor in the United Kingdom with the Account Bank in the name of the Chargor relating to the Notes numbered as follows (including any replacement or substitute account therefor and any sub account therein):

Bank:

SWIFT:

Account:

FFC (BIC Code):

Attention:

FFC:

Reference:

"Governmental Authority" means in respect of any person, any federal, state, local or domestic, foreign or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission, or other governmental regulatory or self-regulatory entity to which such person is subject;

"Notes" means USD 300,000,000 Series 2018 ISPV 1 Principal-at-Risk Variable Rate Notes;

"Party" means a party to this Deed;

"Receivables" means all money receivable by or owing to the Chargor now or in the future under or by virtue of the Charged Property (including the proceeds of any claims, awards, or judgments) charged or assigned by way of security pursuant to this Deed;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by the Trustee under Clause 9 and, unless the context otherwise requires, the expression "Receiver" includes any substituted receiver and/or manager;

"Reinsurance Agreement" means the series 2018-1 reinsurance agreement dated on or about the date of this Deed and entered into by and between the Ceding Insurer and the Chargor;

"Related Rights" means, in relation to the Secured Assets, all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, Security, guarantees, indemnities, covenants for title, proceeds of sale and other monies and proceeds in respect of or derived from the Secured Assets (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order of, or on behalf of the Chargor at any time;

"Secured Assets" means all Collateral Cash, Collateral Securities, Distributions and all proceeds of any such Collateral Cash and Collateral Securities or Distributions credited to the relevant Charged Account from time to time;

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by the Chargor to the Trustee (whether for its own account or as trustee for the Beneficiaries) or any other Beneficiary under or pursuant to the Transactions Documents, whether actual or contingent, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law;

"Securities Collateral Account" means the securities collateral account established and maintained by the Chargor in the United Kingdom with the Custodian in the name of the Chargor relating to the Notes numbered as per the Cash Collateral Account (including any replacement or substitute account therefor and any sub account therein);

"Security" means the security created in favour of the Trustee pursuant to this Deed of Charge;

"Security Interest" 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;

"Security Period" means the period beginning on the date hereof and ending on the date on which the Secured Obligations have been unconditionally and irrevocably discharged in full; and

"Trust Deed" means the trust deed in relation to the Notes dated on or about the date of this Deed and entered into by and between, among others, the Chargor and the Trustee.

## 1.2 Interpretation

- 1.2.1 Unless expressly defined in this Deed, capitalised terms defined in the Trust Deed have the same meanings in this Deed.
- 1.2.2 Except to the extent that the context requires otherwise, any reference in this Deed to "this Deed" or to any other agreement or document is a reference to this Deed or that other agreement or document as amended or supplemented from time to time and includes a reference to any agreement or document which amends, waives, is supplemental to or is entered into, made or given pursuant to or in accordance with any of the terms of this Deed or any such other agreement or document.
- 1.2.3 References to clauses are to be construed as references to clauses of this Deed.
- 1.2.4 Words importing the plural shall include the singular and vice versa.
- 1.2.5 References to a person shall be construed as including reference to an individual, firm, company, corporation, unincorporated body of persons or any state or agency thereof and a reference to a person shall also include references to his permitted successors, transferees (including by novation) and assigns and any person deriving title under or through him, whether in security or otherwise; and any person into which such person may be merged or consolidated, or any company resulting from any merger, conversion or consolidation or any person succeeding to substantially all of the business of that person.
- 1.2.6 References to statutory provisions shall be construed as references to these provisions as replaced, amended or re-enacted from time to time.
- 1.2.7 Whenever the words "include", "includes" or "including" are used in this Deed, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Deed as a whole and not to any particular provision of this Deed.
- 1.2.8 This Deed shall be binding on and inure to the benefit of the parties hereto and their respective successors, assignees and transferees in accordance with the

terms and conditions of the Trust Deed, provided however, that the Chargor may not assign any of its rights or obligations under this Deed.

## **2. SECURED OBLIGATIONS**

### **2.1 Covenant to pay**

The Chargor covenants with the Trustee (for itself and as trustee for the Beneficiaries) that the Chargor shall pay and discharge in full the Secured Obligations when due and in the required manner.

## **3. CHARGE AND ASSIGNMENT OVER CHARGED PROPERTY**

### **3.1 The Chargor as continuing security for the payment, discharge and performance of the Secured Obligations hereby charges with full title guarantee and by way of a first fixed charge in favour of the Trustee (for itself and as trustee for the Beneficiaries) all of its rights, title and interest from time to time in and to:**

3.1.1 the Secured Assets;

3.1.2 all Related Rights in relation to the Secured Assets; and

3.1.3 the Charged Accounts.

### **3.2 The Chargor, with full title guarantee (which expression shall be construed so as to exclude (i) the exception contained in Section 3(1), (ii) Section 3(2) and (iii) Section 6(2) of in each case, the Law of Property (Miscellaneous Provisions) Act 1994) and as a continuing security for the payment or discharge of the Secured Obligations, hereby assigns absolutely to the Trustee (for itself and as trustee for the Beneficiaries) all its present and future rights, title, interest and benefit in and to each Assigned Agreement, including all moneys which at any time may be or become payable to the Chargor pursuant thereto and the proceeds of any claims, awards and judgments which may at any time be receivable or received by the Chargor pursuant thereto.**

### **3.3 Crystallisation: by notice**

The Trustee may at any time by notice in writing to the Chargor convert (i) any security interest created pursuant to Clause 3.1 which takes effect, or is recharacterised as a floating security interest, with immediate effect into a fixed security interest if:

3.3.1 the Trustee (acting pursuant to the Trust Deed) considers that any of the Charged Property may be in jeopardy or in danger of being seized pursuant to any form of legal process; or

3.3.2 the Trustee (acting pursuant to the Trust Deed) considers that it is necessary in order to protect the priority of the Security.

It is acknowledged and agreed that the Trustee is not obliged to monitor the Charged Property or the priority of the Security, and is only obliged to act under this Clause 3.3 if it is so directed Ceding Insurer, and/or an Extraordinary Resolution of the Noteholders (subject to the prior consent of the Ceding Insurer), and in either case that



the Trustee is provided with satisfactory indemnity and/or security (including pre-funding) against any liabilities it may incur by taking such action.

**3.4 Crystallisation: automatic**

Notwithstanding Clause 3.3 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, any security interest created pursuant to Clause 3.1 which takes effect, or is recharacterised as a floating security interest will automatically be converted (without notice) with immediate effect into a fixed security interest if:

- 3.4.1 an Enforcement Event has occurred;
- 3.4.2 the Chargor creates or attempts to create any Security Interest (other than any Security permitted under the terms of the Transaction Documents), over a Charged Account;
- 3.4.3 any person levies or attempts to levy any distress, execution or other process against a Charged Account; or
- 3.4.4 an Insolvency Event occurs in respect of the Chargor.

**3.5 Decrystallisation of Floating Charge**

- 3.5.1 Any charge by the Chargor that has crystallised under Clauses 3.3 or 3.4 may, by notice in writing given at any time by the Trustee to the Chargor, be reconverted into a floating charge in relation to the assets or class of assets specified in the notice.
- 3.5.2 Nothing contained herein shall constitute or be deemed to constitute a novation or settlement of any obligations or indebtedness, nor shall it be construed as an assumption or acceptance by the Trustee or any Beneficiary of any other obligation of the Chargor.

**4. NOTICE OF ASSIGNMENT**

- 4.1 Until the security hereby created becomes enforceable in accordance with the terms of the Trust Deed, the Chargor is permitted to exercise its rights under the Assigned Agreements for so long as the exercise of such rights does not result in a breach of this Deed or the Trust Deed.
- 4.2 This Deed constitutes irrevocable notice to the Ceding Insurer of the security interest created over the Reinsurance Agreement as described in Clause 3.2. The Ceding Insurer hereby acknowledges such notice and confirms that (i) it consents to such assignment (ii) it does not have and will not seek to exercise any claim or right of set-off under or in relation to the Reinsurance Agreement, and (iii) it has not received any notice that any third party has any right or interest in the Reinsurance Agreement.
- 4.3 The Chargor undertakes that it will, forthwith upon the request of the Trustee, from time to time, give such further notices of the assignment and charge herein (in each case by registered post or courier), and ensure that the Trustee receives such acknowledgements thereof and consents thereto as the Trustee may consider necessary

for the perfection and/or enforcement or the attempted perfection and/or enforcement of the encumbrances created hereunder, all such notices, acknowledgements and consents to be in form and substance satisfactory to the Trustee.

**5. PERFECTION OF SECURITY AND FURTHER ASSURANCE**

**5.1 Further assurance**

The Chargor shall, at the request of the Trustee and at the expense of the Chargor, forthwith do all acts and things and execute in favour of the Trustee or as the Trustee shall direct all charges, mortgages, assignments, transfers, securities and other deeds and documents as are necessary, in such form as the Trustee may require, in order to:

- 5.1.1 perfect or improve the security intended to be conferred on the Trustee by or pursuant to this Deed (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the credit balance on any Charged Account); or
- 5.1.2 to facilitate the realisation of all or any of the Charged Property and the exercise of all rights and powers conferred on the Charged Property, any Receiver or any delegate of either of the same for the purpose thereof or in connection therewith pursuant to this Deed or by law.

**5.2 Law of Property (Miscellaneous Provisions) Act 1994**

The obligations of the Chargor under this Clause 5 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 (as extended or otherwise varied by this Deed).

**5.3 Necessary Action**

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security interest constituted or intended to be constituted by this Deed.

**5.4 Financial Collateral Arrangements**

To the extent that the Charged Accounts constitute "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) the Trustee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and such collateral shall be valued by the Trustee in a commercially reasonable manner.

- 5.5 If for any reason any sums payable in respect of Clauses 3 are received by the Chargor, the Chargor shall hold the benefits of the same on trust for the Trustee (for the benefit of the relevant Beneficiaries in accordance with the terms of the Trust Deed and priority of payments thereunder) or shall otherwise apply all such sums in accordance with the

terms of the Trust Deed and shall take such action and execute such instruments as may reasonably be required in accordance with the Trust Deed.

## **6. REPRESENTATIONS**

### **6.1 Representations and Warranties**

The Chargor hereby represents and warrants to the Trustee, for itself and for the benefit of the Beneficiaries, that:

- 6.1.1 it has valid legal and beneficial title to, and is the sole legal and beneficial holder of, the Charged Accounts;
- 6.1.2 the Charged Accounts are not subject to any security interest or any legal, contractual or judicial restriction which may affect the rights of the Trustee under this Deed;
- 6.1.3 the Assigned Agreements are now valid and subsisting and enforceable against the Chargor in accordance with their terms, except as such enforceability may be limited by:
  - (a) bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights; and
  - (b) the non-availability of the equitable remedies of specific performance or injunctive relief;
- 6.1.4 the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations, except as such enforceability may be limited by:
  - (a) bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights; and
  - (b) the non-availability of the equitable remedies of specific performance or injunctive relief;
- 6.1.5 the entry into and performance by it of and the transactions contemplated by, this Deed and the Assigned Agreements do not and will not conflict with:
  - (a) any law or regulation applicable to it;
  - (b) the constitutional documents of it; or
  - (c) any agreement, deed or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement, deed or instrument;
- 6.1.6 the Assigned Agreements are capable of being assigned to the Trustee;
- 6.1.7 it has the corporate capacity and 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 including the grant of the power of attorney pursuant to Clause 12;

- 6.1.8 no limit on its powers will be exceeded as a result of the giving of security contemplated by this Deed;
- 6.1.9 all authorisations required or desirable:
  - (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;
  - (b) to make this Deed admissible in evidence in its jurisdiction of incorporation; and
  - (c) have been obtained or effected and are in full force and effect;
- 6.1.10 it has its "centre of main interests" (as that term is used in Article 3(1) of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings Recast (the "Recast Regulation") in England;
- 6.1.11 it has no "establishment" (as that term is used in Article 2(h) of the Recast Regulation) in any jurisdictions other than England;
- 6.1.12 no Insolvency Event has occurred or is continuing in relation to it, nor will an Insolvency Event occur in respect of it as a consequence of it entering into or performing or complying with the obligations expressed to be assumed by it under this Deed;
- 6.1.13 no mortgage, charge, pledge or other security interest (other than the security interest created by this Deed) or claims exists in respect of any of the Charged Property and it is the sole beneficial owner of the Charged Property; and
- 6.1.14 execution, delivery and performance by the Chargor of this Deed and the Assigned Agreements will not result in any breach of any corporate documents, mortgage, trust deed, contract or agreement binding on the Chargor.

## 7. UNDERTAKINGS

The undertakings in this Clause 7 are made by the Chargor to the Trustee, for the benefit of the Beneficiaries, and shall remain in force during the Security Period.

### 7.1 General undertakings

- 7.1.1 It will not take any action whereby the rights attaching to the Charged Property are altered or affected.
- 7.1.2 It will not allow any mortgage, fixed or floating charge, pledge or other security interest of any kind, or any trust or permit any lien to arise (other than a security interest created by the Trust Documents, the Custody Agreement or the Account Bank Agreement, arising as a matter of law or imposed on the Charged Property by a clearing system or securities depository) to be created or to subsist on, or in respect of, the Charged Property.

- 7.1.3 It will not close or transfer the Charged Accounts or open a new account, other than in accordance with the terms of this Deed and the Trust Deed.
- 7.1.4 It will not sell, assign, charge, factor, discount, subordinate, release, exchange, replace, substitute, transfer, waive its rights in respect of or otherwise dispose of, the Charged Property otherwise than as expressly permitted under this Deed or under the Trust Deed.
- 7.1.5 It shall always use the Charged Property in accordance with the terms of this Deed and the Trust Deed.
- 7.1.6 The Chargor will duly observe and perform in all material respects all its obligations under the Assigned Agreements and enforce the punctual and full observance and performance by each other party of its obligations to the Chargor under the Assigned Agreements.
- 7.1.7 It shall not cause or permit any of the Assigned Agreements to be amended, extended, supplemented, terminated or assigned in any manner except as expressly permitted under this Deed or under the Trust Deed, or cause or permit any rights of the Chargor thereunder to be postponed, released or subordinated.
- 7.1.8 The Chargor will, promptly upon becoming aware of such fact, notify the Trustee in writing of any material default by any party of any of its obligations under the Assigned Agreements and promptly furnish to the Trustee a copy of any notice given thereunder.
- 7.1.9 The Chargor shall collect and realise all Receivables and pay into the relevant Charged Accounts or such other account with such bank as the Trustee may direct in writing (pursuant to the Trust Deed) all money which the Chargor may receive in respect of the Receivables forthwith on receipt, and the Chargor shall, pending such payment, hold all money so received upon trust for the Trustee on behalf of the Beneficiaries and shall not, without the prior written consent of the Trustee, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivables in favour of any other person or purport to do so.
- 7.1.10 The Chargor shall not take any action which would:
- (a) cause its "centre of main interests" (as that term is used in Article 3(1) of the Recast Regulation) to become situated outside of England; or
  - (b) cause it to have an "establishment" (as that term is used in Article 2(h) of the Recast Regulation) situated outside of England.

## **7.2 Evidence of compliance**

The Chargor shall, at the request of the Trustee, forthwith deliver to the Trustee such evidence as the Trustee shall require that the provisions of Clause 7.1 have been complied with.

## 8. ENFORCEMENT

### 8.1 Power of sale

The Secured Obligations shall, for the purposes of Section 101 of the Act, be deemed to become due and payable, and the power of sale and other powers conferred on mortgagees by the Act as varied or extended by this Deed shall arise, immediately upon execution of this Deed and may be exercised on or at any time after the security hereby created becomes enforceable in accordance with the terms of the Trust Deed (an "Enforcement Event"). Sections 93 and 103 of the Act shall not apply to this Deed or to the exercise by the Trustee of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Trustee without notice to the Chargor on or at any time after the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 8 (*Enforcement*).

### 8.2 Enforcement

At any time after the occurrence of an Enforcement Event the Trustee is hereby irrevocably empowered:

- 8.2.1 to apply in accordance with the Trust Deed all or any money standing to the credit of the Charged Accounts and/or to sell or convert into money or redeem all or any other Charged Asset in accordance with the terms of the Trust Deed;
- 8.2.2 to collect or receive all Receivables pursuant to this Deed and on payment to give an effectual discharge for them and on non-payment to take and institute (if the Trustee decides at any time while the security constituted by this Deed is enforceable) all steps and proceedings in any jurisdiction either in the name of the Chargor or in the name of the Trustee for the recovery of such Receivables, and to agree accounts and to make allowances and to give time to any obligor or surety; and/or
- 8.2.3 to exercise all or any powers of a Receiver under this Deed, whether or not a Receiver has been appointed.

### 8.3 Right of appropriation

After the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 8 (*Enforcement*), to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "Regulations") apply to any Charged Account, the Trustee shall have the right to appropriate all or any part of the credit balance on that account in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that (i) the value of any cash shall be the amount of the credit balance on any relevant cash account, together with any accrued but unposted interest that is paid in relation to such cash account, and (ii) in relation to any securities, shall be the market value of such securities determined by the Trustee or any agent or delegate appointed by the Trustee by reference to a public index or independent valuation, or by such other process as the Trustee may select, including independent valuation, in each case at the

time the right of appropriation is exercised. The parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

#### **8.4 Statutory Powers**

The powers conferred by this Deed on the Trustee are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Deed) and such powers shall remain exercisable from time to time by the Trustee in respect of any Charged Account. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Deed, the terms of this Deed shall prevail.

#### **8.5 Other Security**

The Trustee shall not be obliged to enforce any other security interest created in its favour in respect of the Secured Obligations or any of them or to take any other action prior to or in conjunction with the enforcement of all or any part of the security interest constituted by this Deed.

#### **8.6 No liability as mortgagee in possession**

None of the Trustee, any Receiver or any of their respective delegates shall, by reason of entering into possession of all or any part of the Charged Property, be liable to account as mortgagee in possession or be liable for any loss on realisation.

### **9. RECEIVER**

#### **9.1 Appointment of Receiver**

At any time after an Enforcement Event or if the Chargor so requests, the Trustee may without further notice, appoint any one or more qualified persons to be a Receiver of all or any part of the Charged Property (save to the extent prohibited by Section 72A of the Insolvency Act 1986). As used in this clause, "qualified person" means a person who is qualified to act as a receiver of the property of any Chargor with respect to which he or she is appointed. Section 109(1) of the Act shall not apply to this Deed.

#### **9.2 Removal of Receiver**

The Trustee may remove any Receiver previously appointed hereunder.

#### **9.3 Further appointment**

The Trustee may appoint another person or persons as Receiver or Receivers in the place of a Receiver who has been removed hereunder or who has ceased to act or to act jointly with any other Receiver.

#### **9.4 Powers additional**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Trustee under the Law of Property Act 1925 (as extended

by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Trustee in respect of the whole or any part of a Charged Account.

#### **9.5 Joint Receivers**

If at any time any two or more persons shall hold office as Receivers of the same part of the Charged Property, each one of such Receivers shall be entitled (unless the contrary shall be stated in the instrument appointing him) to exercise all the powers and discretion hereby conferred on Receivers individually as well as jointly and to the exclusion of the other or others of them.

#### **9.6 Status of Receiver**

Each Receiver shall be deemed at all times and for all purposes to be the agent of the Chargor, and the Chargor shall be solely responsible for the acts and defaults of, and solely liable on any contracts or engagements made entered into or adopted by and any losses, liabilities, costs, charges and expenses incurred by such Receiver. No Receiver shall at any time act as agent for the Trustee.

#### **9.7 Receiver's remuneration**

The Trustee may from time to time determine the remuneration of each Receiver appointed by it. The Chargor alone shall be liable for the payment of such remuneration and of all costs, charges and expenses of such Receiver.

### **10. POWERS OF RECEIVER**

#### **10.1 General powers**

Every Receiver appointed in accordance with Clause 9 shall have and be entitled to exercise all of the following powers set out in Clause 10.2 in addition to those conferred by the Act or any applicable law, including pursuant to Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver).

#### **10.2 Additional powers**

Without prejudice to the generality of the foregoing, every Receiver shall have the following powers:

**10.2.1 Take possession:** power to take immediate possession of Charged Property.

**10.2.2 Proceedings and claims:** power to bring, prosecute, enforce, defend and abandon applications, claims, disputes, actions, suits and proceedings in connection with any part of the Charged Property in the name of the Chargor or in his own name and to submit to arbitration, negotiate, compromise and settle any such applications, claims, disputes, actions, suits or proceedings.

**10.2.3 Dealing with the Charged Property:** without regard to the provisions of Sections 99, 100 and 103 of the Act, power, in relation to the Charged Accounts and each and every part thereof, to sell, transfer, convey, novate (in each case with or without consideration) or concur in any of the foregoing by the Chargor



or any other receiver or manager of the Chargor (including to or in relation to the Trustee) in such manner and generally on such terms as he thinks fit.

10.2.4 **Redemption of security:** power to redeem, discharge or compromise any security.

10.2.5 **Other powers:**

- (a) power to do all such other things as may seem to him to be incidental or conducive to any of the functions, powers, authorities and discretions conferred on or vested in him or to be conducive to the realisation of all or any part of the security interest contained herein; and
- (b) power to exercise any of the above powers on behalf of the Chargor or on his own behalf.

## 11. APPLICATION OF MONEYS

11.1 Notwithstanding the security created by Clause 3 of this Deed, amounts may and shall be withdrawn from the Charged Accounts only in the manner and in the order of priority provided for in the Trust Deed, and the security constituted by this Deed shall, in relation to such amounts released, be released. Except with the prior written consent of the Trustee, no other amounts may be withdrawn from the Charged Accounts. Any withdrawal(s) permitted by the Trustee shall not be deemed to be a release of such security over any other money or rights then or any time thereafter standing to the credit of or relating to the Charged Accounts or the Assigned Agreements.

11.2 The parties hereto acknowledge, without limitation, that following the enforcement of the security hereby created, all moneys or property collected by the Trustee shall be paid in accordance with the applicable Post Enforcement Priority of Payments.

## 12. POWER OF ATTORNEY

12.1 **Grant of power of attorney**

The Chargor hereby by way of security for the performance of the Chargor's covenants and obligations under this Deed and the payment or discharge of the Secured Obligations irrevocably appoints the Trustee (whether or not a Receiver has been appointed) and any Receiver separately to be the true and lawful attorney (with full power of substitution) of the Chargor and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts, things or otherwise which (i) prior to the occurrence of an Event of Default, which in the opinion of the Trustee or any such Receiver, the Chargor is required to do, but has not done on a timely basis, under this Deed and (ii) following the occurrence of an Event of Default which is continuing, may be required or which the Trustee or any such Receiver shall consider necessary or desirable:

12.1.1 for carrying out any covenant or obligation imposed on the Chargor by or pursuant to this Deed (including the obligations of the Chargor under Clause 5);

12.1.2 for the performance, protection, perfection, maintenance or preservation or attempted performance, protection or preservation of the security constituted by

this Deed and generally for enabling the attorney to exercise the powers, authorities and discretions conferred on it by or pursuant to this Deed or by law; and

- 12.1.3 for fully and effectually vesting or transferring the Charged Property and/or the Chargor's estate and/or its rights, title and interest therein or thereto, in or to the Trustee and its successors in title for the benefit of the Beneficiaries or any purchaser or any other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Chargor could have done.

**12.2 Delegation**

The Trustee and any Receiver shall have full power to delegate the power conferred on it by Clause 12.1 but no such delegation shall preclude the subsequent exercise of such power by the Trustee or Receiver, or preclude the Trustee or Receiver from making a subsequent delegation thereof to some other person and, for the avoidance of doubt, any such delegation may be revoked by the Trustee or Receiver, respectively, at any time.

**12.3 Ratification**

The Chargor shall ratify and confirm all things done by the Trustee or any Receiver and any delegate appointed thereby in the exercise or purported exercise of its powers.

**13. EFFECTIVENESS OF SECURITY**

**13.1 Continuing security**

This Deed and the security interests constituted by this Deed shall be continuing security for the Secured Obligations in accordance with the terms of the Trust Deed and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall remain in full force and effect during the Security Period notwithstanding the liquidation, bankruptcy or other incapacity of the Chargor, or any change in the constitution, amalgamation or reconstruction of the Chargor or the extinction of any or all indebtedness for any reason whatsoever.

**13.2 Cumulative Rights**

This Deed and the security interests created by or pursuant to this Deed and the rights, powers and remedies exercisable hereunder and at law and in equity shall be cumulative, in addition to and independent of every other security, guarantee, indemnity or suretyship which the Trustee may at any time, now or in the future hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Trustee (whether in its capacity as trustee or otherwise) over the whole or any part of the Charged Accounts shall merge into the security constituted by this Deed.

### **13.3 Security independent**

The security interests constituted by this Deed shall be in addition to and independent of and shall not operate so as to prejudice or affect or merge in any other security which the Trustee (whether in its capacity as such or otherwise) may hold at any time for the Secured Obligations or any other obligations whatsoever and shall not be affected by any release, reassignment or discharge of such other security or the unenforceability or invalidity of such other security.

### **13.4 Protection of Security**

Neither the security interest constituted by this Deed nor any remedy of the Trustee in respect thereof shall be reduced, discharged or otherwise adversely affected by:

- 13.4.1 any of the Secured Obligations or any security in respect thereof being or becoming illegal, invalid, unenforceable, discharged by operation of law, frustrated or ineffective in any respect;
- 13.4.2 any time, waiver, release, compromise or other indulgence granted to the Chargor, or any other person in respect of any of the Secured Obligations or in relation to any security in respect thereof;
- 13.4.3 any amendment, variation, novation, restatement, supplement, termination, extension, renewal or any other dealing (in each case however fundamental and of whatsoever nature, and whether or not more onerous) in relation to any of the Secured Obligations or any security in respect thereof;
- 13.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or states of the Chargor, or any other person; or
- 13.4.5 any act, omission or circumstance which, but for this Clause 13.4, might operate to discharge, release, reduce, extinguish, impair or otherwise affect any of the obligations of the Chargor under this Deed or any of the rights and remedies of the Trustee conferred by this Deed or by law in respect of any of the Secured Obligations.

### **13.5 Reinstatement**

- 13.5.1 if any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored (or is capable of being avoided or restored) on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge or arrangement had not occurred.
- 13.5.2 The Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **13.6 Immediate recourse**

The Chargor waives (irrespective of any law or any provision of this Deed to the contrary) any right it may have of first requiring the Trustee to proceed against or

enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed.

### **13.7 Appropriations**

The Trustee may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

13.7.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Trustee in respect of those amounts; or

13.7.2 apply and enforce the same in accordance with the Trust Deed; and

13.7.3 hold in a non-interest-bearing trust account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed.

### **13.8 No Liability**

None of the Trustee, its nominee(s) or any Receiver shall be liable to the Chargor by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Accounts or (c) taking possession of or realising all or any part of the Charged Accounts, except in the case of gross negligence or wilful default upon its part. In acting as Trustee under this Deed, the Trustee is entitled to the benefit of all protections and limitations of liability contained in the Trust Deed including (without limitation) the provisions of Clause 20 of the Trust Deed.

## **14. PAYMENTS AND EXPENSES**

### **14.1 Set off and counterclaim**

All payments by the Chargor under this Deed shall be made without set off or counterclaim.

### **14.2 Expenses**

The Chargor shall pay to the Trustee its costs, fees and expenses (including legal fees and expenses) in connection with this Deed in accordance with Clause 21 of the Trust Deed.

### **14.3 Indemnity**

The Chargor shall indemnify the Trustee in accordance with Clause 21.6 of the Trust Deed against all loss claims, liability and expense (including reasonable legal fees and expenses) properly incurred by it in connection with the performance of its duties under this Deed.

## **15. RELEASE AND DISCHARGE OF SECURITY**

### **15.1 Release of Security at the end of the Security Period**

Subject to the Trust Deed, the Trustee shall, at the cost of the Chargor, release, discharge or reassign (as appropriate) the mortgages, fixed and floating charges,

assignments by way of security and any other security interests contained herein, and affecting the Charged Property, as soon as reasonably practicable following the end of the Security Period. Subject to Clause 15.2 below, the security constituted by this Deed shall not be discharged, released or reassigned (as appropriate) by any act, event or matter whatsoever, except by the execution by the Trustee of a deed of release and reassignment (substantially in the form set out in Schedule 1).

**15.2 Automatic Release of Security**

Notwithstanding Clause 15.1 above, prior to the delivery by the Trustee of an Enforcement Notice, Charged Property shall be released automatically from the Security, without the need for any notice or other formalities in the circumstances specified in clause 15 of the Trust Deed.

**15.3 Consolidation**

The Trustee shall be entitled (so far as it is lawfully able) to consolidate all or any of the security interests constituted by this Deed with any other security interests, present or future, created by the Chargor or in respect of the Secured Obligations. The restriction on the right of consolidating mortgage securities in Section 93(1) of the Act shall not apply to this Deed.

**16. EXERCISE OF POWERS**

16.1 Where, under or in respect of this Deed, the Trustee is given a discretion, power or authority or is under any obligation, the Trustee shall exercise such discretion, power or authority and perform such obligation having regard to the rights of the Beneficiaries and the terms of the Trust Deed.

16.2 For the avoidance of doubt, nothing in this Deed shall require the Trustee to do or refrain from doing anything that would be prejudicial to the interests of any Beneficiary, nor shall the Trustee be required to take any action hereunder unless it is assured of adequate indemnification or security, which will be determined by the Trustee at its sole discretion.

**17. THIRD PARTY RIGHTS**

17.1 All powers conferred by this Deed on a Receiver appointed under this Deed and all protections made available to a Receiver under this Deed shall be directly exercisable or enforceable by such Receiver, pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.2 Subject to the terms of the Trust Deed, the parties to this Deed may by agreement terminate or vary any term of this Deed (including this Clause 17) without the necessity of obtaining any consent from any other person.

17.3 Save as otherwise expressly provided in Clause 17.1, no person other than a party to this Deed shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Deed, but this is without prejudice to any right or remedy of the third party which may exist or be available apart from that Act.

- 17.4 No purchaser from, or other person dealing with, the Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the rights which they have exercised or purported to exercise under or in connection with this Deed, the Act or the Insolvency Act 1986 has arisen or become exercisable, whether the Secured Obligations remain outstanding, whether any event has happened to authorise the Trustee or any Receiver to act, or whether the Receiver is authorised to act, whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with, or otherwise as to the propriety, regularity or validity of the exercise or purported exercise of any such right or as to the application of any moneys borrowed or raised or other realisation proceeds; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters and the protections contained in sections 104 to 107 of the Act, Section 42(3) Insolvency Act 1986, or any other legislation from time to time in force shall apply to any person purchasing from or dealing with a Receiver or the Trustee.
- 17.5 The receipt of the Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Trustee or the Receiver.
- 17.6 For the avoidance of doubt in Clauses 17.3 to 17.5 above, "purchaser" includes any person acquiring a mortgage, charge, pledge, lien or any other security interest over, or any other interest or right whatsoever in respect of, any Charged Property.

## **18. MISCELLANEOUS**

### **18.1 Amendments and waivers**

Subject to the provisions of the Trust Deed, any term of this Deed may be amended or waived only with the written agreement of the parties to this Deed.

### **18.2 No implied waivers; remedies cumulative**

The rights of the Trustee under this Deed:

- 18.2.1 may be exercised as often as necessary;
- 18.2.2 are cumulative and not exclusive of its rights under the general law; and
- 18.2.3 may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

### **18.3 Delegation and Discretion**

- 18.3.1 The Trustee and any Receiver appointed hereunder may delegate, by power of attorney or otherwise, to any person or persons (jointly or severally) any right, power or discretion conferred on it under this Deed or by law in relation to the security interest. Any such delegation may include a power to sub delegate. Neither the Trustee nor any Receiver shall be liable to the Chargor for any liabilities, losses or expenses of any kind or nature whatsoever arising out of any act, omission, neglect or default of any such delegate or sub delegate.

18.3.2 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Trustee or any Receiver may, subject to the terms and conditions of the Trust Deed, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

#### 18.4 Severance

If any provision of this Deed is or becomes illegal, invalid or unenforceable or any of the security intended to be created by or pursuant to this Deed is ineffective in any jurisdiction, that shall not affect:

18.4.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Deed or the effectiveness of the remaining security interests; or

18.4.2 the legality, validity or enforceability of that or any other provision of this Deed or the effectiveness of such security in any other jurisdiction.

#### 18.5 Counterparts

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

#### 18.6 Limited Recourse

Notwithstanding anything to the contrary in this Deed, all obligations of the Chargor, however they may arise, hereunder and in relation to this Deed ("Obligations") shall be limited recourse obligations of the Chargor payable solely from the Charged Property subject to the provisions of this Deed and the Trust Deed and shall be extinguished if, at any time, the Charged Property is depleted and accordingly there shall be no recourse to any other assets of the Chargor or to any of the directors, officers, members, subscribers, agents or employees thereof or any of their successors and assigns in respect of any shortfall in the Charged Property. Each Party (except the Chargor) agree that no claim or further action may be brought against the Chargor or its directors or its shareholders in respect of any such Obligations. This Clause 18.6 shall survive the termination of this Deed.

#### 18.7 No Petition

Each Party hereto (except the Chargor), by entering into this Deed, hereby covenants and agrees that it will not at any time institute against the Chargor, or join in any institution against the Chargor, any bankruptcy, reorganisation, arrangement, examinership, insolvency, liquidation, or similar proceeding with respect to the Chargor under any applicable law in connection with any Obligations hereunder. This Clause 18.7 shall survive the termination of this Deed.

#### 18.8 USA Patriot Act

In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Trustee is required to obtain, verify, record and update certain information relating to

individuals and entities which maintain a business relationship with the Trustee. Accordingly, each of the parties agrees to provide the Trustee, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Trustee to comply with Applicable Law.

#### 18.9 Force Majeure

None of the Parties hereto shall incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such Party including any act or provision of any present or future law or regulation or governmental authority, any act of God, earthquake or natural disaster, war, civil unrest, local or national disturbance or disaster, any act of terrorism or the unavailability of the Federal Reserve bank wire or facsimile or other wire or communication facility.

#### 19. NOTICES

##### 19.1 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is the Specified Office of such party as set out in the Trust Deed or any substitute address or fax number or department or officer as a Party may notify to the other by not less than five Business Days' notice.

##### 19.2 Delivery

Any notice or other communication herein required or permitted to be given to the any Party hereto, shall be sent to such person's address as set forth above. Each notice hereunder shall be in writing and may be personally served or sent by facsimile, electronic mail or mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of facsimile, or five Business Days after depositing it in the mail with postage prepaid and properly addressed; provided that, no notice to the Trustee shall be effective until received by the Trustee.

##### 19.3 English language

19.3.1 Any notice given under or in connection with this Deed must be in English.

19.3.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.



## **20. ASSIGNMENTS AND TRANSFERS**

### **20.1 Benefit of Charge**

This Deed shall be binding upon and ensure to the benefit of each Party and its successors and assigns or any successor or assignee succeeding to all or substantially all of the corporate trust business of the Trustee, provided however that the Chargor may not assign any of its rights or obligations under this Deed.

### **20.2 Assignments and transfers by Chargor**

The Chargor shall not assign, transfer, charge or dispose of a beneficial interest in any part of its rights or transfer its obligations under this Deed without the prior written consent of the Trustee.

Any purported assignment (by way of security or otherwise), transfer, charge, declaration of trust or disposal that is not in compliance with this Clause 20.2 shall be void.

## **21. LAW AND JURISDICTION**

### **21.1 Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with laws of England and Wales.

### **21.2 Jurisdiction**

The Chargor irrevocably agrees for the exclusive benefit of the other parties that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with this Deed or the security and/or trusts created hereunder ("Proceedings") and for such purposes the parties irrevocably submit to the jurisdiction of the English courts. The parties irrevocably agree that any judgment or order of an English court in connection with Proceedings is conclusive and binding on them and may be enforced against them in the courts of any other jurisdiction. This Clause shall not (and shall not be construed so as to) limit the right of any party (other than the Chargor) subject to the provisions of this Deed, to bring Proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

### **21.3 Forum**

Each Party:

21.3.1 waives any objections which it may now or hereafter have to the English courts being nominated as a venue or forum to hear or determine any Proceedings on the grounds of venue or forum non conveniens or any similar grounds as regards proceedings in connection with any Trust Deed; and

21.3.2 consents to service of process by mail or in any other manner permitted by the English law.

**SCHEDULE 1**  
**FORM OF DEED OF RELEASE AND REASSIGNMENT**

**THIS DEED OF RELEASE AND REASSIGNMENT** made this [ ] day of [ ]  
among:

- (1) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (the "Trustee", which expression includes any other person for the time being Trustee under this Deed);
- (2) **ATLAS CAPITAL UK 2018 PLC**, an insurance special purpose vehicle incorporated under the Companies Act 2006 and licensed as a special purpose insurer under the laws of England and Wales with registered number 11340349 whose registered address is 35 Great St. Helen's, London, EC3A 6AP (the "Chargor"); and
- (3) **SCOR GLOBAL P&C SE**, a *Societas Europaea* organized and registered under the laws of France, acting for itself and on behalf of any Affiliate of SCOR SE (the "Ceding Insurer").

**Whereas:**

- (A) Pursuant to a Deed of Charge and Assignment in relation to the USD [300,000,000] Series 2018 ISPV-1 Principal-At-Risk Variable Rate Notes (the "Notes"), dated [May 31] 2018 and made between, among others, the Chargor, the Trustee and the Ceding Insurer (the "Charge"), the Chargor granted certain security interests over the Charged Property in favour of the Trustee for the benefit of itself and the Beneficiaries, as defined therein.
- (B) In accordance with the terms of the Trust Deed dated as of [May 31] 2018 (as amended, supplemented or otherwise modified from time to time), among, inter alia, the Chargor and the Trustee, the Trustee has agreed to release its security interest under [*describe relevant portion of Charged Property*] (the "Released Property"), in the manner hereinafter appearing.
- (C) The Ceding Insurer consents to the release and discharge referred to in Recital (B).
- (D) Terms defined in the Charge shall have the same meaning herein.

**WITNESSES as follows:**

**1. Release and Discharge**

The Trustee, with the consent of the Ceding Insurer, hereby releases and discharges its security interest in and over the Released Property and hereby reassigns, where relevant, to the Chargor all of its rights, title, interest and benefit, present and future, in and to the Released Property.

**2. Further Assurance**

The Trustee and the Ceding Insurer hereby agree to take all such reasonable steps as may be necessary to give effect to the release and discharge effected by Clause 1 hereof.

### 3. Miscellaneous

Any discharge or release between the Trustee and the Chargor under this Deed of Release and Reassignment or the Charge shall be subject to the condition that no assurance, security or payment to the Trustee by the Chargor or any other person shall be adjusted, avoided or reduced pursuant to any applicable law relating to insolvency or otherwise and, if any such assurance, security or payment shall be so adjusted, avoided or reduced, the Trustee shall nevertheless be entitled to exercise all rights under or in connection with the Charge which it would have been entitled to exercise but for such discharge or release.

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with laws of England and Wales. The Chargor irrevocably agrees, for the exclusive benefit of the other parties, that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Deed and, for such purposes, the Chargor irrevocably submits to the jurisdiction of those courts.

IN WITNESS WHEREOF this Deed of Release and Reassignment has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

**CHARGOR**

**ISSUER**

Executed as a Deed by

**ATLAS CAPITAL UK 2018 PLC**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**TRUSTEE**

Executed as a Deed by

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**  
acting by two of its lawful Attorneys:

Attorney .....

Attorney .....

in the presence of:

Witness name:

Signature:

Address: One Canada Square, London E14 5AL

**CEDING INSURER**

Executed as a Deed by

**SCOR GLOBAL P&C SE**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**EXECUTION PAGES TO THE DEED OF CHARGE**

**IN WITNESS WHEREOF** this Deed has been executed as a deed and is intended to be and is hereby delivered on the date first above written.

**ISSUER**

Executed as a Deed by

**ATLAS CAPITAL UK 2018 PLC**

By: .....

Name:

in the presence of:

Witness name:

Signature:

Address:

**TRUSTEE**

Executed as a Deed by

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

acting by two of its lawful Attorneys:

Attorney: .....

Attorney: .....

in the presence of:

Witness name:

Signature:

Address: One Canada Square, London E14 5AL

**CEDING INSURER**

Executed as a Deed by

**SCOR GLOBAL P&C SE**

[Redacted]

By:

Name:

[Redacted]

in the presence of:

Witness name:

*Catherine Le Gac*

Signature:

[Redacted]

Address:

*5 avenue Kleber*

*75795 Paris Cedex 16*

